

Amendment No. 5
To
To
Contract No. NA160000172
For
Generator Maintenance and Repair Service
Between
L.J. Power, Inc.
dba L.J. Power Generators
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 18, 2019 through August 17, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$300,000.00 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount | |
|---|---------------|------------------------------|--|
| Initial Term: 08/18/2016 – 08/17.2018 | \$600,000.00 | \$600,000.00 | |
| Amendment No. 1: Add D/B/A 10/13/2016 | \$0.00 | \$600,000.00 | |
| Amendment No. 2: Administrative Increase 07/26/2017 | \$58,000.00 | \$658,000.00 | |
| Amendment No. 3: Administrative Increase 10/17/2017 | \$59,000.00 | \$717,000.00 | |
| Amendment No. 4: Option 1 - Extension 08/18/2018 – 08/17/2019 | \$300,000.00 | \$1,017,000.00 | |
| Amendment No. 5: Optino 2 - Extension 08/18/2019 – 08/17/2020 | \$300,000.00 | \$1,317,000.00 | |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Larry Davis

Authorized Representative

L.J. Power, Inc. dba L.J. Power Generators 9301 Highway 290 West, Unit #100 Austin, Texas 78736 (737) 703-5000

d wegner@lipower net

Sign/Date:

Matthew Duree Procurement Manager

City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701



Amendment No. 4
to
Contract No. NA160000172
for
Generator Maintenance and Repair Service
between
L.J. Power, Inc. dba L.J. Power Generators
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 18, 2018 to August 17, 2019. Three options remain.
- 2.0 The total contract amount is increased by \$300,000.00 for the extension option period. The total Contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Basic Term: 08/18/16 - 08/17/18 | \$600,000.00 | \$600,000.00 |
| Amendment No. 1: Add dba 10/13/16 | \$0.00 | \$600,000.00 |
| Amendment No.2: Administrative Increase 7/26/17 | \$58,000.00 | \$658,000.00 |
| Amendment No.3: Administrative Increase 10/17/17 | \$59,000.00 | \$717,000.00 |
| Amendment No. 4: Option 1 08/18/18 – 08/17/19 | \$300,000.00 | \$1,017,000.00 |

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced

contract.

Signature: Printed Name: Larry Davis

Authorized Representative

Signature:

Matthew Duree, Procurement Manager

City of Austin

Purchasing Office

L.J. Power, Inc. dba L.J. Power Generators 9301 Hwy 290 West Unit# 100

Austin, Texas 78736



Amendment No. 3 to Contract No. NA160000172 for Generator Maintenance and Repair Service between L.J. Power, Inc. and the City of Austin

- 1.0 The City hereby exercises an administrative increase for the above-referenced contract in the amount of \$59,000.00.
- 2.0 The total Contract authorization is recapped below:

| Term | Contract Amount for the Term | Total Contract Amount |
|---|---------------------------------|-----------------------|
| Basic Term: 08/18/2016 - 08/17/2018 | \$600,000.00 | \$600,000.00 |
| Amendment No. 1: Add dba | \$0.00 | \$600,000.00 |
| Amendment No. 2: Administrative Increase July 2017 | \$58,000.00 | \$658,000.00 |
| Amendment No. 2: Administrative Increase October 2017 | \$59,000.00 | \$717,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Larry Davis

10/17/17 Date

Erin D'Vincent, Procurement Specialist IV Date

L.J. Power, Inc.

9301 Hwy 290 West Unit #100

Austin, TX 78736

City of Austin

Purchasing Office

Signature:



Amendment No.



Contract No. NA160000172

for

Generator Maintenance and Repair Service

between

L.J. Power, Inc. and the City of Austin

- 1.0 The City hereby exercises an administrative increase for the above-referenced contract in the amount of \$58,000.00.
- 2.0 The total Contract authorization is recapped below:

| Term | Contract Amount for the Term | Total Contract Amount |
|--|------------------------------|-----------------------|
| Basic Term: 08/18/2016 - 08/17/2018 | \$600,000.00 | \$600,000.00 |
| Amendment No. 1: Administrative Increase July 2017 | \$58,000.00 | \$658,000.00 |

- MBE/WBE goals do not apply to this contract.
- By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently 4.0 suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the abovereferenced contract.

Signature: Larry Davis 26/

Date

Erin D'Vincent, Procurement Specialist IV

City of Austin **Purchasing Office**

Signature:

9301 Hwy 290 West Unit #100

Austin, TX 78736

L.J. Power, Inc.



Amendment No. 1 of Contract No. NA160000172 for Generator Inspection, Maintenance and Repair Parts between L.J. Power, Inc. and the The City of Austin

1.0 The Contract is hereby amended as follows: Add DBA to the Contractor's name as requested by the Contractor on 10/13/16:

| Y | From | То |
|-----------------------|-----------------|----------------------------|
| Vendor Name | | L.J. Power, Inc. |
| | L.J. Power, Inc | DBA, L.J. Power Generators |
| Vendor Code (for City | | |
| use only) | V00000929172 | V00000929172 |
| Vendor Federal | | |
| Tax ID (FEIN) | | |

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Lineu Dodin-Brown
Linell Goodin-Brown

Contract Compliance Supervisor City of Austin, Purchasing Office

10-13-16

Date

August 18, 2016

L.J. Power, Inc. Larry Davis 9301 Hwy 290 West. #100 Austin, TX 78736

Dear Mr. Davis:

The Austin City Council approved the execution of a contract with your company for Generator Inspection, Maintenance, and Repair Services in accordance with the referenced solicitation.

| Responsible Department: | Building Services Department |
|-----------------------------------|----------------------------------|
| Department Contact Person: | Don Pearson |
| Department Contact Email Address: | Don.Pearson@austintexas.gov |
| Department Contact Telephone: | (512) 974-3971 |
| Responsible Department: | Department of Aviation |
| Department Contact Person: | Mike Robinson |
| Department Contact Email Address: | Mike.Robinson@austintexas.gov |
| Department Contact Telephone: | (512) 530-7504 |
| Project Name: | Generator Maintenance and Repair |
| Contractor Name: | L.J. Power |
| Contract Number: | NA160000172 |
| Contract Period: | 8/18/2016 – 8/17/2018 |
| Dollar Amount | \$600,000.00 |
| Extension Options: | Four 12-month options |
| Requisition Number: | RQM 8100 - 16050200423 |
| Solicitation Number: | JRD0030 |
| Agenda Item Number: | 56 |
| Council Approval Date: | 8/18/2016 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau Senior Buyer Specialist

City of Austin Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")

AND

L.J. POWER, INC. ("Contractor")

for

GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES MA 8100 NA160000172

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between L.J. Power, Inc. having offices at 9301 Hwy 290 West, Austin, TX 78736 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB JRD0030.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), IFB JRD0030 including all documents incorporated by reference
- 1.1.3 L.J. Power, Inc. Offer, dated 7/12/2016, including subsequent clarifications
- 1.2 <u>Order of Precedence</u>. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 <u>Term of Contract.</u> The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 <u>Compensation</u>. The Contractor shall be paid a total Not-to-Exceed amount of \$600,000.00 for the initial Contract term and \$300,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

| L.J. POWER, INC. | CITY OF AUSTIN | |
|-----------------------------------|-----------------------------------|--|
| Larry Davis | Jonathan Dalchau | |
| Printed Name of Authorized Person | Printed Name of Authorized Person | |
| Land | | |
| Signature | Signature | |
| President | Senior Buyer Specialist | |
| Title: | Title: | |
| 8/16/16 | 8/18/2016 | |
| Date: | Date: | |



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: JRD0030

COMMODITY/SERVICE DESCRIPTION: Generator Inspection,

Maintenance, and Repair Services

DATE ISSUED: June 20, 2016

REQUISITION NO.: 8100 16050200423

COMMODITY CODE: 93639, 2853755

PRE-BID CONFERENCE TIME AND DATE: 9:00 AM, Thursday,

June 23, 2016

LOCATION: City of Austin Municipal Building, 3rd Floor Conference

Room 335.1, 124 W. 8th Street, Austin, TX 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING **AUTHORIZED CONTACT PERSON:**

BID DUE PRIOR TO: 2:00 PM (CDT), Tuesday, July 12, 2016

BID OPENING TIME AND DATE: 2:15 PM (CDT), Tuesday, July

Primary Contact: Jonathan Dalchau Senior Buyer Specialist

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET

RM 308, AUSTIN, TEXAS 78701

Second Chair: **Marty James**

Buver II

Phone: (512) 974-3164

E-Mail: marty.james@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select

this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for Fedex, UPS, Hand Delivery or Courier Service |
|--|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # JRD0030 | Purchasing Office-Response Enclosed for Solicitation # JRD0030 |
| P.O. Box 1088 | 124 W 8th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

(Electronic copy should be a single scanned file of the original proposal per flash drive)

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|----------------|--|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | ** |
| 0200 | STANDARD SOLICITATION INSTRUCTIONS | ** |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | ** |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 8 |
| 0500 | SPECIFICATION | * |
| 0600 | BID SHEET – Must be completed and returned with Offer | 3 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 1 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | ** |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | ** |
| 0810 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION | ** |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0900 | MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete and return | 2 |
| Attachment A | GENERATOR LIST | 2 |

^{* &}lt;u>Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.</u>

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

^{**} Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

| Company Name: | L.J. Power, Inc. | | |
|--|---|--|--|
| Company Addres | 9301 Hwy 290 West. #100 | | |
| City, State, Zip: | Austin, Tx. 78736 | | |
| Federal Tax ID N | o. | | |
| Printed Name of | Officer or Authorized Representative: Larry Davis | | |
| Title: President | | | |
| Signature of Officer or Authorized Representative: | | | |
| Date: 7/12/16 | | | |
| Email Address: | L.davis@ljpower.net | | |
| Phone Number: | 737-703-5000 | | |
| | | | |

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be

considered for award



ADDENDUM INVITATION FOR BID GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES CITY OF AUSTIN, TEXAS

IFB: JRD0030 Addendum No: 1 Date of Addendum: June 27, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Clarifications: Replace Attachment A with Attachment A UPDATED 06272016
- 2.0 Delete Paragraph 16. CONTRACT MANAGER in Section 0400 Supplemental Purchase Provisions email contact for the Building Services Department and replace with the following:

Department: Building Services Department

Contact: Don Pearson

Phone: (512) 974-3971, Page: (512) 802-9594

Email: Don.Pearson@austintexas.gov

- 3.0 Questions and Answers.
 - (Q1) Is the pre-bid meeting mandatory?
 - (A1) No, the pre-bid meeting was not mandatory to attend.
 - (Q2) Under the PURPOSE section of Section 0500 Scope of Work, how do we price out the services omitted from the scope of work?
 - (A2) If the City has omitted major services that have were not included in the solicitation document, please let us know at your earliest convenience. This statement is intended to cover the normal operations of inspection, maintenance and repair services and allows for adaptability to changes in the generator service environment. You can list additional parts and services your company offers in Section 0600 – Bid Sheet, Section 4 – Non-Specified Items. Include additional sheets if necessary.
 - (Q3) Under the Service Level lines that say to replace as necessary, is that part able to be billed under a quoted item in Section 0600 Line 18?
 - (A3) Yes, for materials not specifically stated to replace under the Service Level lines, those items may be billed as a quoted item under Section 0600 Bid Sheet, Line 18.
 - (Q4) In regards to the Load Bank Testing, are you able to let us know if we can park directly next to the generator? Are there any units on a rough, over 50 feet away from the closest parking?
 - (A4) Attachment A has been updated to notate generators that are harder to reach.



- (Q5) Is there a time when we are not able to run Load Bank Tests on any generators?
- (A5) Attachment A has been updated to notate the generators that will have restricted Load Bank Testing times. The City Hall generator Load Bank testing shall be tested afterhours.
- (Q6) Will Load Bank Testing be performed every year?
- (A6) No, Load Bank Testing shall be performed under Service Level 3, which should happen every three (3) years.
- (Q7) Can you provide where the generators are in their Service Level cycle?
- (A7) Attachment A has been updated to notate where the department generators are in their Service Level cycle.
- (Q8) At what load will the Load Bank Testing need to be tested at?
- (A8) Load Bank Testing should be tested at 110% of capacity.
- (Q9) For the emergency response, do we need to arrive on site within two hours of the notification, or after contact is made with the City?
- (A9) The Contractor should arrive at the requested location for an emergency request within two (2) hours of the original notification by the City, <u>not</u> from the time the Contractor initially responds to the request.
- (Q10) Is the Interested Parties Disclosure form 1295 required with the bid submittal or after contract award?
- (A10) The 1295 Form should not need to be submitted with your bid package, it will be requested at the time of contract award.
- (Q11) Are the insurance certificates required to submit with the bid submittal or after contract award?
- (A11) The insurance forms should not need to be submitted with your bid package, it will be requested at the time of contract award.
- (A12) If I wanted to subcontract some of the tasks to other vendors, how would we do that?
- (A12) As soon as you determine you would like to subcontract services, you should contact the City's Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. SMBR will provide the steps to complete the Good Faith Effort process.
- (Q13) I am not sure if I need to subcontract right now, can I decide to subcontract after the contract award?
- (A13) Yes, if you decide you want to subcontract after the contract is award, you can contact SMBR at (512) 974-7600 and follow the Good Faith Efforts at that time.



4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the abovereferenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer Specialist

6/27/2016 Date

Purchasing Office

ACKNOWLEDGED BY:

L.J. Power, Inc.

Vendor Name

Authorized Signature

7/12/16

Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas with your bid. Failure to do so may constitute grounds for rejection of your bid.



ADDENDUM INVITATION FOR BID GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES CITY OF AUSTIN, TEXAS

Date of Addendum: July 8, 2016

Addendum No: 2

This addendum is to incorporate the following changes to the above-referenced solicitation. Clarifications: Replace Attachment A with Attachment A - UPDATED 07082016 2.0 Questions and Answers. (Q1) Can you provide the serial numbers for the two new generators at ABIA? (A1) Attachment A - UPDATED 07082016 has been updated to include the model and serial information for the generators that were added under Attachment A – UPDATED 06272016. Ground Transportation Staging Area / Rental Car Lane -Onan, DSGAC 7507873 S/N G110233955, Diesel, 150 kW Secured Access, 50' away from door Telecommunications Building - 3011 Employee Ave MTU Onsite Energy 6R1600 DS250 S/N 95010600420, Diesel, 250 kW Secured Access, 100' away from hard surface, easy dirt access ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the abovereferenced Invitation for Bid. APPROVED'BY: 7/8/2016 Jonathan Dalchau, Senior Buyer Specialist Date **Purchasing Office ACKNOWLEDGED BY:** 7/12/16 L.J. Power, Inc. Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas with your bid. Failure to do so may constitute grounds for rejection of your bid.

IFB: JRD0030

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

- 1. <u>CONTRACTOR'S OBLIGATIONS</u>. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
- 3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
- 5. <u>TITLE & RISK OF LOSS</u>: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
- 6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
- 7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property.
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 11. <u>COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS</u>: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.
- 16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- 20. <u>WARRANTY TITLE</u>: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- 21. WARRANTY DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - A. Recycled Deliverables shall be clearly identified as such.

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 22. <u>WARRANTY SERVICES</u>: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
 - A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
- 23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

- 25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
- TERMINATION FOR CAUSE:. In the event of a default by the Contractor, the City shall have the right to terminate 27. the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disgualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>
- 33. <u>CLAIMS</u>: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

- 35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights. and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
- 37. CONFIDENTIALITY: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
- 39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 40. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 47. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 49. <u>JURISDICTION AND VENUE</u>: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 51. **HOLIDAYS:** The following holidays are observed by the City:

| <u>Holiday</u> | Date Observed |
|------------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. INTERESTED PARTIES DISCLOSURE

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE AWARDS**:

It is the City's preference to award a single contract for the emergency and standby power systems inspection, maintenance, and repair services; however, the City reserves the right to make multiple contract awards based on any method deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

- 3. **INSURANCE:** Insurance is required for this solicitation.
 - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 24-months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
- 5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

| Location: |
|---|
| Listed on the Delivery Purchase Order or |
| mutually agreed to between the Contractor and |
| the City. |

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- 7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed or mailed to the below address, or as indicated in the Bill To address on the Department Order as appropriate:

| | City of Austin |
|----------------------|-------------------------------|
| Department | Building Services Department |
| Attn: | Accounts Payable |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767 |
| Email | BSDAPInvoices@austintexas.gov |

| | City of Austin |
|----------------------|-----------------------------------|
| Department | Department of Aviation |
| Attn: | Accounts Payable |
| Address | 3600 Presidential Blvd, Suite 411 |
| City, State Zip Code | Austin, TX 78719 |
| Email | abia.invoices@austintexas.gov |

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at https://www.epa.gov/smm/product-resource-guides-comprehensive-procurement-guideline-cpg-program.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

10. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

11. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

12. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. ECONOMIC PRICE ADJUSTMENT:

- A. Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. <u>Effective Date</u>: Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. <u>Adjustments</u>: A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. <u>Indexes</u>: In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) Base Price: Initial price quoted, proposed and/or contracted per unit of measure.

- (3) Adjusted Price: Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) Weight %: The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

| Weight % or \$ of Base Price: 100% | | | |
|---|-----------------------|--|--|
| Database Name: Producer Price Index - Commodities | | | |
| Series ID: WPU551 | | | |
| Not Seasonally Adjusted | ☐ Seasonally Adjusted | | |
| Group: Repair and maintenance services (partial) | | | |
| Item: Commercial and insustrial machinery and eauipment repair and maintenance | | | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All | | | |

E. <u>Calculation</u>: Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

| Index at time of calculation | | |
|---|--|--|
| Divided by index on solicitation close date | | |
| Equals Change Factor | | |
| Multiplied by the Base Rate | | |
| Equals the Adjusted Price | | |

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
- 15. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).
 - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

CITY OF AUSTIN PURCHASING OFFICE SUPPLEMENTAL PURCHASE PROVISIONS SOLICITATION NO.: IFB JRD0030

16. <u>CONTRACT MANAGERS</u>: The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

| Department: Building Services Department |
|--|
| Contact: Don Pearson |
| Phone: (512) 974-3971, Page: (512) 802-9594 |
| Email: Don.Pearson@austintexas.gov |
| |
| Department: Department of Aviation |
| |
| Contact: Mike Robinson |
| Contact: Mike Robinson Phone: (512) 530-7504 |

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

1. PURPOSE

The City of Austin (City), seeks bids in response to this solicitation to establish a Contract with a qualified Vendor (Contractor) for services to inspect, maintain, repair, and replace Emergency and Standby Power Systems (Generators) and transfer switches. The Contractor shall provide all labor, material, and necessary equipment for the proper execution of each level of inspection and maintenance service detailed in this specification. The inspection and maintenance services described are for use by various City departments. All service is to be coordinated with each department's Contract Manager or designee. Some generator sites are in restricted areas.

This contract will support the Aviation and Building Services departments. The City reserves the right to add or delete departments and generators as deemed necessary. Generators added to the contract shall coincide with the expiration of their warranty period, and shall be added into the inspection class as mutually agreed to between the Contractor and the City. The Contractor may be required to work on a generator still under warranty in an emergency situation.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal generator inspection, maintenance, and repair services shall be considered a requirement although not directly specified or called for in the scope of work.

2. BACKGROUND

The City currently has approximately 100 emergency/standby power systems in place, used at multiple sites by the following departments – Austin Convention Center, Library, Wireless Communications, Communications and Technology Management, Fleet Services, Austin Water Utility, Austin Fire Department, Austin Energy, and Building Services. These systems provide electrical power to critical equipment in the event of a power outage or other interruption in electrical availability. This equipment may include items such as lighting, fire sprinkler/fire suppression systems, and backup power to computer networks.

3. CONTRACTOR REQUIREMENTS

3.1. Contractor Qualifications

- 3.1.1. The Contractor shall have a minimum of three (3) years' of continuous experience prior to this solicitation performing commercial generator inspection, maintenance, and/or repair as a prime provider.
- 3.1.2. The Contractor's inspection and maintenance services shall meet minimum requirements for National Fire Protection Association Standard NFPA 110, Emergency and Standby Power Systems.
- 3.1.3. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 3.1.4. The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). *Telephone answering machines do not meet the requirements of this paragraph*.
- 3.1.5. The Contractor shall provide a maintenance service schedule within 30 days of contract award or as requested, that is mutually agreed to between the Contractor and the City for all units to be maintained under this contract. Maintenance shall be coordinated with the City Contract Manager or designee.

3.2. Hours of Service

3.2.1. The Contractor shall perform maintenance and repair services within regular business hours, which is defined as Monday through Friday from 7:00 a.m. to 6:00 p.m.

3.2.2. The Contractor may be required to perform maintenance and repair services during non-regular business hours, which is defined as Monday through Friday from 6:01 p.m. to 6:59 a.m., weekends, and official City holidays. The Contractor shall not invoice the non-regular business hour rate for services unless approved by the City prior to starting the work.

3.3. Emergency Services

- 3.3.1. Emergency service calls are defined as maintenance and repair that addresses a threat to public safety, health, or real property to ensure minimum downtime and malfunction, and to restore a malfunctioning generator to operational status. The City will have the sole and final authority in determining when services will be designated as an "Emergency".
- 3.3.2. This emergency service shall be available 24 hours per day, seven days per week. The Contractor is required to respond to an emergency call within one (1) hour of first notification by the City. The Contractor shall arrive at the site within two (2) hours from the request with tools and proper personnel needed to start repair of downed generator. The Contractor shall provide complete repair or temporary repair if major parts are unavailable at the time of call.
- 3.3.3. The Contractor shall respond to any non-scheduled, non-emergency call made by authorized personnel of the City within one (1) day notification, including afterhours and on weekends. The actual repair of the generator shall be completed no later than two (2) days after response or a time mutually agreed to between the Contractor and City. The City understands that parts availability may affect the repair timeline.

3.4. Single Point of Contact (SPOC)

- 3.4.1. The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in providing generator inspection, maintenance, and repair. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
- 3.4.2. The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

4. CONTRACTOR RESPONSIBILITIES

4.1. General Requirements

- 4.1.1. The Contractor shall understand and agree that the scheduling of events at City facilities takes precedence over any scheduled maintenance and repair services agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The City will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 4.1.2. The Contractor shall provide all equipment, materials, labor, tools, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of inspection, maintenance, repair, and replacement services. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City of Austin ordinances, rules and regulations.

- 4.1.3. The Contractor shall maintain and repair all generators and transfer switches so that they operate to the original manufacturer's performance specifications.
- 4.1.4. The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
- 4.1.5. The Contractor shall be responsible for damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City property, the Contractor shall immediately inform the City Contract Manager or designee. The Contractor shall make repairs or replacement to the satisfaction of the City representative at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 4.1.6. For service repair, the Contractor shall provide a detailed service report, including additional repairs needed, to the Contract Manager or designee for signature indicating service levels performed during the visit. A copy of the signed report shall be submitted with the invoice.
- 4.1.7. The Contractor shall provide a record of finding/service report for each inspection performed for all levels in PDF format within three (3) days, or mutually agreed to between the Contractor and the City Contract Manager or designee. The report shall include any corrective action taken and/or needed and recommendations for replacement of major components with a written estimate including labor and materials. A copy of this report shall be submitted with the inspections invoice.
- 4.1.8. The replacement of major components shall not be executed without written authorization from the Contract Manager or designee. The Contractor shall contact the Contract Manager or designee for any critical issues at the time of discovery by phone, pager, email, or any means necessary to discuss corrective action.
- 4.1.9. The Contractor shall post proper warning signs and/or barriers when and wherever necessary. The Contractor shall be responsible for notifying proper city personnel, i.e. facilities managers or building contacts, of work in progress at City facilities. The Contractor shall inform the Contract Manager or designee of any changes in scheduling.
- 4.1.10. The Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health at no additional cost to the City. Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.
- 4.1.11. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

4.2. Routine Maintenance Service Requirements

The Contractor shall service the following:

4.2.1. Service Level 1 Inspections - Completed Quarterly (completed three times per year independently, the fourth happens during a Service Level 2 Inspection)

4.2.1.1. General Inspection

4.2.1.1.1. Conduct a visual inspection the generator and/or transfer switches to check for foreign objects or loose or broken fittings, check the overall condition of guards and components, examine and check safety devices

and governors, and make adjustments to equipment as necessary. The Contractor shall provide all filters, belts, hoses, clamps, and fluids.

4.2.1.2. Cooling System

- 4.2.1.2.1. Radiator/Heat exchanger Visual inspection for leaks, damage, and debris. Ensure louvers operate correctly.
- 4.2.1.2.2. Coolant Visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- 4.2.1.2.3. Hoses and Connections Visual inspection of all hoses for deterioration. Check tightness of connections.
- 4.2.1.2.4. Fan Drive Pulley and Fan Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- 4.2.1.2.5. Fan Belts Inspect for wear or deterioration. Check tension and adjust as necessary.
- 4.2.1.2.6. Jacket Water Heater Inspect for proper operation. Check thermostat setting for proper coolant temperature.
- 4.2.1.2.7. Water Pump -Visual and operational inspection for leaks or unusual noises.

4.2.1.3. Fuel System

- 4.2.1.3.1. Fuel Tank Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- 4.2.1.3.2. Water Trap/Separator Drain water from fuel tank or water separator.
- 4.2.1.3.3. Fuel Lines and connections Inspect for leaks and tight connections. Check line brackets.
- 4.2.1.3.4. Governor and controls Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- 4.2.1.3.5. Fuel Filters Primary/Secondary Inspect for damage, leaks, and proper operation.
- 4.2.1.3.6. Fuel Pressure Operational check of gauge for correct pressure.

4.2.1.4. Air Induction and Exhaust System

- 4.2.1.4.1. Air Filter Service Indicator Note reading on service report to be submitted with invoice. Inspect for proper operation. Reset indicator to 100% when the filter is changed.
- 4.2.1.4.2. Air Filter Inspect. Clean as necessary. Replace when filter indicator is at 50%.
- 4.2.1.4.3. Air Inlet System Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filter housing if air filter has been cleaned or replaced. Check housing seals and gaskets.
- 4.2.1.4.4. Turbocharger Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- 4.2.1.4.5. Exhaust Manifold Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

4.2.1.5. Lube Oil System

- 4.2.1.5.1. Oil level Inspect for correct oil level and contamination. Visually inspect unit for leaks.
- 4.2.1.5.2. Oil Pressure Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.

4.2.1.5.3. Crankcase Breather - Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby on service report. Investigate blowby and recommend corrective action to Department Contract Manager.

4.2.1.6. Starting System

- 4.2.1.6.1. Batteries Inspect for damage or leakage. Clean and tighten all battery cable connections.
- 4.2.1.6.2. Batteries Specific Gravity Check electrolyte level and specific gravity.
- 4.2.1.6.3. Battery Charger Inspect for proper operation, loose terminals and deteriorated wiring.
- 4.2.1.6.4. Starting Motor Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- 4.2.1.6.5. Alternator Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley, and voltage output.

4.2.1.7. Engine Monitors and Safety Controls

- 4.2.1.7.1. Safety Controls Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- 4.2.1.7.2. Remote Annunciator and Alarms Inspect and test all panel and system alarms for proper operation.

4.2.1.8. Control Panel

- 4.2.1.8.1. Start Controls Manual/Auto Operational check for proper operation. Check automatic start.
- 4.2.1.8.2. Voltmeter Operational check for correct readings. Check voltage level, voltage gain, and voltage drop adjustment.
- 4.2.1.8.3. Ammeter Operational check for correct reading, if load is available.
- 4.2.1.8.4. Frequency Meter Operational check for correct readings. Load and no load readings, if possible.

4.2.1.9. Generator Hour Meter

4.2.1.9.1. Log hours on generator hour meter after each inspection on the service report.

4.2.2. **Service Level 2 Inspections - Completed Annually** - Includes All Service Level 1 Inspections.

4.2.2.1. Fuel System

4.2.2.1.1. Fuel Filter – Replace and prime. Inspect for proper sealing and operation.

4.2.2.2. <u>Lube Oil System</u>

- 4.2.2.2.1. Oil and Filters Change and prime filter. Inspect all gaskets and seals.
- 4.2.2.2.2. Scheduled Oil Sample Contractor to obtain oil sample for analysis.
- 4.2.2.2.3. Crankcase Breather Inspect and clean.

4.2.2.3. Air Induction and Exhaust System

- 4.2.2.3.1. Turbocharger Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.
- 4.2.2.3.2. Air Filter Inspect. Contractor shall clean after visual inspection of air flow indicator.

4.2.2.4. Engine Monitors and Safety Controls

- 4.2.2.4.1. Gauge Accuracy Check oil pressure, water temperature, and alternator gauges for accuracy.
- 4.2.2.4.2. Sending Unit Switches Check water temperature and oil pressure.

4.2.2.5. Generator

- 4.2.2.5.1. Generator Rear Bearing Lubricate if grease fittings are available per manufacturer's specification
- 4.2.2.5.2. Vibration Isolators Check for proper adjustment and condition.

4.2.2.6. Control Panel

- 4.2.2.6.1. Circuit Breakers Inspect for free movement and tight connections.
- 4.2.3. Service Level 3 Inspections To be completed every third year (various throughout the year, dependent on the generator service cycle). Includes Service Levels 1 and 2 and any other preventative maintenance services identified.

4.2.3.1. Cooling System

- 4.2.3.1.1. Coolant Drain, flush, and replace coolant.
- 4.2.3.1.2. Thermostats Replace.
- 4.2.3.1.3. Fan Belts Replace.
- 4.2.3.1.4. Inspect Hoses Replace cooling system hoses if necessary.

4.2.3.2. Starting System

- 4.2.3.2.1. Batteries Replace lead acid only.
- 4.2.3.2.2. Alternator Belt Replace.
- 4.2.3.2.3. Ignition Tune Up (gas engines)- including spark plugs, points, condenser, rotor, distribution cap

4.2.3.3. <u>Air Induction and Exhaust System</u>

4.2.3.3.1. Air Filter - Replace.

4.2.3.4. Load Bank Test

- 4.2.3.4.1. During every level 3 inspection, test generator set with load banks for a minimum of two hours. If the load being served is determined by City to have a high risk factor, the City may require after hours service and a mobile generator temporarily installed during the process or rescheduled at a later date. This will be determined the by Department Contract Manager. Record data and note engine operating condition on service report. Load Banks tests are billable to the City.
- 4.2.3.4.2. Test all fault shutdown safety devices
- 4.2.3.4.3. Perform certification testing as per City of Austin Fire Protection Criteria

4.2.3.5. Scheduled Oil Sample - Obtain oil sample for analysis

- 4.3. **Material Requirements** All replacement parts shall be of the same or higher quality and be of the same manufacturing design as the parts being replaced and shall have the approval of the Department Contract Manager prior to any and all service.
 - 4.3.1. The Contractor shall stock an adequate supply of parts and materials to provide maintenance and repair services to City generators. The City estimates a two (2) week supply as adequate and will be mutually agreed upon between the Contract and the City.
 - 4.3.2. Parts, lubricants, and chemicals associated with maintenance of the emergency Generators must meet manufacturer's specifications where applicable.
 - 4.3.3. Replacement parts not specified in Section 4.2 above are subject to approval of the Departmental Contract Manager.
 - 4.3.4. The Contractor shall offer a discount for replacement parts. This discount percentage shall be identified on Section 0600 Bid Sheet and shall be for all parts under this contract. Discount shall clearly be identified on the invoice.
 - 4.3.5. The Contractor shall be able to provide a rental generator, including necessary equipment, and connectors upon request by the Contract Manager or designee. The rental generators may be used, but not limited to, temporary while a City generator is under repair, or to connect two or more generators in parallel or synchronized. Rented generators shall be delivered within two (2) days of the request and is billable to the City.

A current list and pricing of rental generators shall be included on Section 0600 - Bid Sheet.

4.4. Labor and Personnel

- 4.4.1. The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 4.4.2. The Contractor personnel performing on this contract shall be subject to a 10 year background and/or fingerprint check. The Contractor shall be responsible for providing such background checks as directed by the City along with all associated costs. Background checks shall be completed solely for the City as the City will not accept background checks performed for another City.
 - 4.4.2.1. For services performed at the Austin Bergstrom International Airport (ABIA), the Contractor shall be responsible for any special clearances that may be required by the Federal Aviation Administration (FAA) and shall conform to all ABIA security directives.
 - 4.4.2.2. The Contractor acknowledges that fines or penalties may be assessed by the FAA as a result of contractor's non-compliance with provisions of "Airport Security". Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributable to contractor's non-compliance within 10 days of receipt of written notice from ABIA that FAA has had issued a penalty.
- 4.4.3. If required by the City department, the Contractor shall obtain security badges for its personnel. The Contractor personnel shall wear an identification badge at all times while on City property. The cost of replacement badging shall be the responsibility of the contractor.
- 4.4.4. All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and

shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.

5. **CITY RESPONSIBILITIES**

- 5.1. The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 5.2. The City will provide an on-site contact, with escorted access.
- 5.3. The City will provide the Contractor with name(s) of personnel authorized to order services.

6. **DELIVERABLES/MILESTONES**

| # | Deliverables/ Milestones | Description | Timeline (due/ completion date, reference date, or frequency) | Performance Measure/ Acceptance Criteria | Scope of Work Reference/ Section |
|---|---|--|---|---|---|
| 1 | Maintenance Service Schedule | Contractor shall provide a maintenance services schedule | Within 30 days of request | 95% compliance | 3.1.5. |
| 2 | SPOC | Contractor shall provide a SPOC for the contract | Within two days of the scheduled date | 100% compliance | 3.4.2. |
| 3 | Service Report | Contractor shall provide a detailed report indicating service repairs | Within one day of the scheduled date | 95% compliance | 4.1.6. |
| 4 | Inspection Report | Contractor shall provide a detailed report indicating inspection findings | Within three days of the repair | 95% compliance | 4.1.7. |
| 5 | Service Level 1 Inspections | Contractor shall provide and Service Level 1 Inspections quarterly | Within two days of the scheduled date | 95% compliance | 4.2.1. |
| 6 | Service Level 2 Inspections | Contractor shall provide and Service Level 2 Inspections annually | Within two days of the scheduled date | 95% compliance | 4.2.2. |
| 7 | Service Level 3 Inspections | Contractor shall provide and Service Level 3 Inspections every three (3) years | Within two days of the scheduled date | 95% compliance | 4.2.3. |
| 8 | Contractor Personnel Background Checks | Contractor shall proved background and/or fingerprint checks as requested | Within two days of request | 100% compliance | 4.4.2. |

SECTION 0600 - BID SHEET CITY OF AUSTIN GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES

SOLICITATION NO.: IFB 8100 JRD0030

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

SECTION 1 - SPECIFIED ITEMS (MOST FREQUENTLY USED ITEMS)

The estimate shall not include a separate charge for administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly rates and shall not be paid separately.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the proposer does not wish to bid on that item.

The quantities listed are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

| ITEM NO. | LAB | OR | ESTIMATED ANNUAL HOURS | HOURLY RATE | EXTENDED PRICE |
|----------|--|--|------------------------|------------------------|----------------|
| | Labor rate for services during normal business am - 6:00 pm | nours, defined as Monday through Friday 7:00 | 600 | \$85.00 | \$51,000.00 |
| | Labor rate for services after hours, defined as N Saturday and Sunday and City holidays | londay through Friday 6:01 pm - 6:59 am, | 450 | \$85.00 | \$38,250.00 |
| | | | TOTAL EXTEN | IDED PRICE - SECTION 1 | \$89,250.00 |

SECTION 2 - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance for the generators as described in Section 0500, Paragraph 4.2. The prices for these routine and preventive maintenance shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). If additional repair services are needed, those repairs shall be invoiced separately using Section 1 and Section 3 pricing for repair Parts.

| ITEM NO. | ITEM DESCRIPTION - G | Generators up to 95 kW | ESTIMATED ANNUAL QUANTITY | UNIT PRICE (EACH) | EXTENDED PRICE |
|----------|---|---|---------------------------|----------------------|----------------|
| | ROUTINE AND PRE | VENTATIVE MAINTENANCE SERVICES FOR | GENERATORS UP TO AN | D INCLUDING 95 kW | |
| | Service Level 1 Inspections - Flat fee for Routin Generators up to and including 95 kW | e and Preventative Maintenance Services for | 63 | \$135.00 | \$8,505.00 |
| | Service Level 2 Inspections - Flat fee for Routin Generators up to and including 95 kW | e and Preventative Maintenance Services for | 21 | \$190.00 | \$3,990.00 |
| | Service Level 3 Inspections - Flat fee for Routin Generators up to and including 95 kW | e and Preventative Maintenance Services for | 21 | \$450.00 | \$9,450.00 |

SECTION 0600 - BID SHEET CITY OF AUSTIN GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES

| GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | | | |
|--|--|---|-----------------------|------------------------|-------------|
| SOLICITA | TION NO.: IFB 8100 JRD0030 | | | | |
| | ROUTINE AND PREVENTAT | IVE MAINTENANCE SERVICES FOR GENER | ATORS FROM 95 kW UP T | O AND INCLUDING 190 k | N |
| 6 | Service Level 1 Inspections - Flat fee for Routing Generators from 95 kW up to and including 1 | | 12 | \$135.00 | \$1,620.00 |
| 7 | Service Level 2 Inspections - Flat fee for Routing Generators from 95 kW up to and including 1 | | 4 | \$200.00 | \$800.00 |
| 8 | Service Level 3 Inspections - Flat fee for Routin Generators from 95 kW up to and including 1 | | 4 | \$650.00 | \$2,600.00 |
| | ROUTINE AND PREVENTAT | IVE MAINTENANCE SERVICES FOR GENER | ATORS FROM 190 kW UP | TO AND INCLUDING 380 k | W |
| 9 | Service Level 1 Inspections - Flat fee for Routing Generators from 190 kW up to and including | | 12 | \$135.00 | \$1,620.00 |
| 10 | Service Level 2 Inspections - Flat fee for Routin Generators from 190 kW up to and including | | 4 | \$500.00 | \$2,000.00 |
| 11 | Service Level 3 Inspections - Flat fee for Routin Generators from 190 kW up to and including | | 4 | \$1,150.00 | \$4,600.00 |
| | ROUTINE AND PREVENTAT | IVE MAINTENANCE SERVICES FOR GENER | ATORS FROM 380 kW UP | TO AND INCLUDING 760 k | W |
| 12 | Service Level 1 Inspections - Flat fee for Routin Generators from 380 kW up to and including | | 30 | \$135.00 | \$4,050.00 |
| 13 | Service Level 2 Inspections - Flat fee for Routin Generators from 380 kW up to and including | | 10 | \$850.00 | \$8,500.00 |
| 14 | Service Level 3 Inspections - Flat fee for Routin Generators from 380 kW up to and including | | 10 | \$2,450.00 | \$24,500.00 |
| | ROUTINE AND F | REVENTATIVE MAINTENANCE SERVICES F | OR GENERATORS FROM | 760 kW AND UP | |
| 15 | Service Level 1 Inspections - Flat fee for Routin Generators from 760 kW and up | e and Preventative Maintenance Services for | 3 | \$135.00 | \$405.00 |
| 16 | Service Level 2 Inspections - Flat fee for Routin Generators from 760 kW and up | e and Preventative Maintenance Services for | 1 | \$1,000.00 | \$1,000.00 |
| 17 | Service Level 3 Inspections - Flat fee for Routin Generators from 760 kW and up | e and Preventative Maintenance Services for | 1 | \$2,850.00 | \$2,850.00 |
| | | | TOTAL EXTEN | IDED PRICE - SECTION 2 | \$76,490.00 |
| | The state of the s | | | | |

SECTION 0600 - BID SHEET CITY OF AUSTIN GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES

SOLICITATION NO.: IFB 8100 JRD0030

SECTION 3 - DISCOUNT OFF OF PRICELIST FOR MATERIALS AND RENTALS

Proposer shall be able to provide generator rentals, parts, and associated components to complete the repairs. The prices for these items shall be based on manufacture price lists minus a discount off list price as indicated below.

The percentage discounts shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

| ITEM NO. | ITEM DES | CRIPTION | ESTIMATED ANNUAL HOURS | DISCOUNT OFF PRICE (PERCENTAGE) | EXTENDED PRICE |
|----------|--|--------------------------|---------------------------|------------------------------------|----------------|
| 18 | Discount off Price List for all related Materials a | nd associated Components | \$90,000.00 | 20.00% | \$72,000.00 |
| 19 | Discount off Price List for Generator rentals. Please include your rental price sheet with your bid. | | \$35,000.00 50.00% | | \$17,500.00 |
| | | | TOTAL EXTEN | IDED PRICE - SECTION 3 | \$89,500.00 |
| | | T | OTAL EXTENDED PRICE F | FOR SECTIONS 1 THRU 3 | \$255,240.00 |

SECTION 4 - NON-SPECIFIED ITEMS (For Informational Purposes Only)

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

| ITEM NO. | NAME AND NUMBER OF PRICE LIST | LATEST EFFECTIVE DATE OF PRICE LIST | DISCOUNT FROM OR MARKUP TO PRICE LIST |
|----------|--|-------------------------------------|---------------------------------------|
| 20 | Name: Buy Board Generator Contract (See Attached - Aksa Generators, GE Zenith and Asco ATS) Number: #501-15 | 11/30/16 | 50% Discount |
| 21 | Name | | % Discount or% Markup |

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY OFFEROR:

| Name of Local Firm | L.J. Power, Inc | |
|--|---|----|
| Physical Address | 9301 Hwy 290 West # 100 Austin, Tx. 78736 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | | |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |

SUBCONTRACTOR(S):

| Name of Local Firm | | |
|--|-----|----|
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |

SUBCONTRACTOR(S):

| Name of Local Firm | | |
|--|-----|----|
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |

Section 0700: Reference Sheet

| Responding Company Name | L.J. Power, Inc | | |
|-------------------------|-----------------|--|--|
| | | | |

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

| 1. | Company's Name | Harris County | | | |
|----|--------------------------------------|---|--|--|--|
| | Name and Title of Contact | Darrell Breedlove / Maintenance Supervisor | | | |
| | Project Name | Preventative Maintenance, Repair, Rental of Emergency Generator | | | |
| | Present Address | 1001 Preston Ave. | | | |
| | City, State, Zip Code | Houston, Tx. 77002 | | | |
| | Telephone Number | (281) 748-8640 Fax Number () | | | |
| | Email Address | Darrell.Breedlove@fpm.hctx.net | | | |
| | | | | | |
| 2. | Company's Name | City of Seguin | | | |
| | J.D. Hennig / Maintenance Supervisor | | | | |
| | Project Name | Annual Contract for On-site Generator Maintenance | | | |
| | Present Address | 816 Fred Byrd Dr. | | | |
| | City, State, Zip Code | Seguin, Tx. 78155 | | | |
| | Telephone Number | (210)410-4366 Fax Number () | | | |
| | Email Address | jhennig@seguintexas.gov | | | |
| | | | | | |
| 3. | Company's Name | City of New Orleans | | | |
| | Name and Title of Contact | George Patterson / Director | | | |
| | Project Name | Generator Maintenance Contract | | | |
| | Present Address | 1300 Perdido St. | | | |
| | City, State, Zip Code | New Orleans, La. 70112 | | | |
| | Telephone Number | (504) 658-3600 Fax Number (504) 658-3648 | | | |
| | Email Address | gapatterson@nola.gov | | | |

City of Austin, Texas Section 0800 EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas Section 0805 NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN, TEXAS SECTION 0810 NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION

The term "Offeror", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4, Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

1

 a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
- 7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Company Name L.J. Power, Inc. A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended: Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"? Answer: Resident Bidder (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas. (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder. B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Which State:

Answer: ____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form SOLICITATION NUMBER: JRD0030 PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified. If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract? No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope. Yes After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. L.J. Power, Inc. **Company Name** Larry Davis / President Name and Title of Authorized Representative (Print or Type)

Signature

7/12/16

Date

| Minority- and Women-Owned (Please duplicate as needed) | Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan |
|--|---|
| SOLICITATION NUMBER: JF | RD0030 |
| PROJECT NAME: G | ENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES |
| PRIM | E CONTRACTOR / CONSULTANT COMPANY INFORMATION |
| Name of Contractor/Consultant | L.J. Power, Inc. |
| Address | 9301 Hwy 290 West # 100 |
| City, State Zip | Austin, Tx. 78736 |
| Phone Number | 737-703-5000 Fax Number 737-703-5100 |
| Name of Contact Person | Larry Davis |
| Is Company City certified? | Yes No MBE WBE MBE/WBE Joint Venture |
| belief. I further understand and a Austin. Larry Davis / President | ded in this No Goals Utilization Plan is true and complete to the best of my knowledge and gree that the information in this document shall become part of my Contract with the City of |
| Name and Title of Authorized F | Representative (Print or Type) 7/12/16 |
| Signature | Date |
| Contract. Attach Good Faith Eff | ubcontractors / sub-consultants / suppliers that will be used in the performance of this fort documentation if non MBE/WBE firms will be used. |
| Sub-Contractor / Sub-Consulta | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified |
| Vendor ID Code | Dhana Niimban |
| Contact Person | Phone Number |
| Amount of Subcontract | \$ |
| List commodity codes & descript of services | |
| Sub-Contractor / Sub-Consulta | nt |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified |
| Vendor ID Code | |
| Contact Person | Phone Number |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | ion |
| FOR SMALL AND MINORITY BU | USINESS RESOURCES DEPARTMENT USE ONLY: |
| Having reviewed this plan, I ack 9A/B/C/D, as amended. | knowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2- |
| Reviewing Counselor | Date Date Date Date |

ATTACHMENT A GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES SOLICITATION NO.: IFB JRD0030

| AVIATION | LOCATIONS |
|---|---|
| Aircraft Rescue Fire Fighter (ARFF) - 3300 General Aviation Ave | Parking Garage - 3601 Presidential Blvd. |
| Holt G3406 | Onan 900DFHC |
| S/N 4FD01067, Natural Gas, 100 kW | S/N H980781938, Diesel, 900 kW |
| 100 kW 3-phase, 60 kW Single phase, Secured Access | 277-480V 3-phase, Locked Shelter |
| Too kir o pilass, so kir olingis pilass, oosalaa riboos | 211 1001 0 phase, 200100 chees |
| Airfield Lighting Vault - 10114 Aircraft Lane | Aircraft Fuel Storage Facility - 3324 Spirit of Texas Dr |
| Kohler System 400, 400ROZD71 | Onan 50DGCA |
| S/N 376439, Diesel, 400 kW | S/N 980749786, Jet A Fuel, 50 kW |
| 480 volts, 3-phase, Secured Access | 277-480V 3-phase, Secured Access |
| | |
| Telecommunications Building - 3011 Employee Ave | Ground Transportation Staging Area / Rental Car Lane - |
| Onan Genset 100, 100-ODGDV-L-30565A | Onan, DSGAC 7507873 |
| S/N J870932862, Diesel, 100 kW | S/N G110233955, Diesel, 150 kW |
| 100 kW 3-phase, 60 kW Single phase | Secured Access, 50' away from door |
| | |
| Spare Unit - 3600 Presidential Blvd. | Telecommunications Building - 3011 Employee Ave |
| Holt, D100P1 | MTU Onsite Energy 6R1600 DS250 |
| S/N D4706A/001, Diesel, 100 kW | S/N 95010600420, Diesel, 250 kW |
| 100 kW 3-phase, 60 kW Single phase | Secured Access, 100' away from hard surface, easy dirt access |
| | |
| DOA Beacon - 3900 Reservist Road | |
| Generac Guardian, GH410 | |
| S/N 3761582, Propane, 7 kW | |
| 120/240V Single phase, Secured Access | |
| | |
| Passenger Terminal - 3600 Presidential Blvd. | Aviation generators have just completed a Service Level |
| Onan 750DFHA/85017A | |
| S/N E980738294, Diesel, 750 kW | 1 checkup. The next checkup is expected to be a |
| 277-480V 3-phase, Secured Access | Service Level 3. |
| | |
| Passenger Terminal - 3600 Presidential Blvd. | |
| Onan 750DFHA/85017A | |
| S/N E980738295, Diesel, 750 kW | |
| 277-480V 3-phase, Secured Access | |
| | |
| Parking Management - 2901 Employee Ave | |
| Kohler 60 REOZJB | |
| S/N 761275, Diesel, 60 kW | |
| 120-208V 3-phase | |
| | |
| Parking Management - 2901 Employee Ave | |
| Olympian D8L1 | |
| S/N EAFL000026, Diesel, 8 kW | |
| 10 kVA, 208V, 3-phase | |
| | |
| North Exit Plaza - 3815 Presidential Blvd. | |
| Olympian D30P1 | |
| S/N D4702A/001, Diesel, 30 kW | |
| 120-208V, Single phase | |
| | |
| Exit Lane / Baggage Area - 3815 Presidential Blvd. | |
| D25P1S | |
| S/N D6037A/001, Diesel, 25 kW | |
| 120-208V, Single phase | |
| 0.11.01.01.01.01.01.01.01.01.01.01.01.01 | |
| Cell Phone Lot - 2801-A Spirit of Texas Dr | |
| Olympian D25P1S | |
| S/N D6778A/001, Diesel, 25 kW | |
| 120-208V, Single phase | |
| | |

| BUILDING SERVICES LOCATIONS | | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|
| Municipal Building - EOC - 124 W. 8th St | Rutherford Lane Campus - 1520 Rutherford Lane | | | | | | | | |
| Onan Genset Model 250DFAC | Caterpillar #3456 Model SR4 | | | | | | | | |
| S/N C940538876, Diesel, 250 kW | S/N CFR#003291943493, Diesel, 500 kW | | | | | | | | |
| 120/240 volts, 3-phase | 277/480 volt, 3-phase | | | | | | | | |

ATTACHMENT A GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES SOLICITATION NO.: IFB JRD0030

| SOLICITATION NO.: IFB JRD0030 | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| | ICES LOCATIONS | | | | | | | | |
| APD - 715 E. 8th St. | APD East Substation - | | | | | | | | |
| Cummins #3018396 Model #680FDR7028CCU | Kohler Model 800ROZD4 | | | | | | | | |
| S/N KA-92634-1/8-9, Diesel, 500 kW | S/N 0756305, Diesel, 750 kW | | | | | | | | |
| 277/480 volts, 625 kVA | 277/480 volts, 3-phase | | | | | | | | |
| | | | | | | | | | |
| APD Evidence Warehouse - 4708 E. MLK Blvd. | Austin Nature & Science Center - 301 Nature Drive | | | | | | | | |
| Kohler, Model #60RZ2272 | Generac 3.9GN engine, Model #0049921 | | | | | | | | |
| S/N 359604, Propane,60 kW | S/N 4004074, Natural Gas, 40 kW | | | | | | | | |
| 277/480 volts, 3-phase | 120/240 volt, single phase | | | | | | | | |
| | | | | | | | | | |
| APD Computer Lab / Technicenter - 4201 Ed Bluestein | EMS 28 - 5905 Nuckols Crossing Rd. | | | | | | | | |
| Model 50DGCA, Spec# 76853K | Cummins, Model #GGEE-5627372 | | | | | | | | |
| S/N F950580664, Diesel, 50 kW | S/N F030516428, Natural Gas, 42 kW | | | | | | | | |
| 120/208 volts, 3-phase | 120/240 volt, Single Phase | | | | | | | | |
| | | | | | | | | | |
| Municipal Court - 700 E. 7th. St. | Fire Station 6 / EMS Demand 3 - 1705 S. Congress Ave. | | | | | | | | |
| 1 Onan Model #45.0 EM-15R/9182D | Kohler 60KW, Model 60RZG | | | | | | | | |
| S/N 0573634384, Natural Gas, 45 kW | S/N 2185963, Natural Gas, 60KW | | | | | | | | |
| 120/240 volts, 56 kVA | 277/480 volt, 3-phase | | | | | | | | |
| | | | | | | | | | |
| RBJ - 15 Waller St. | PACT - Public Access Cable TV - 1143 Northwestern Ave | | | | | | | | |
| Genset Model 99A05115-A | Generac Model #12455410200 | | | | | | | | |
| S/N 2250395, Diesel, 500 kW | S/N 2108118, Natural Gas, 35 kW | | | | | | | | |
| 120/208 volts, 3-phase | 120/240 volt, Single Phase | | | | | | | | |
| 120/200 Folia, o prisado | 125/2 to ton, onight that | | | | | | | | |
| APD N. Sub Station - 12425 Lamplight Village | HHSD- St Johns WIC 7500 Blessing Ave | | | | | | | | |
| Kohler Model #80rz82 | Kohler 12RESM1 | | | | | | | | |
| S/N 355408, Natural Gas, 80 kW | S/N 2288507, Natural Gas, 12 kW | | | | | | | | |
| 120/208 volts, 3-phase | 120/240 volt, Single Phase | | | | | | | | |
| 120/200 Volto, 5 priase | 120/240 voit, dirigie i riase | | | | | | | | |
| Waller Creek - 625 E. 10th St. | HHSD - 4201 Lavender Loop Build "A" | | | | | | | | |
| Kohler model # 800 ROZD | Onan Model #500DFFB 39209F | | | | | | | | |
| S/N 799731, Diesel, 725 kW | S/N K900359660, 500 kW | | | | | | | | |
| 277/480 volts, 3-phase, Access 100' away, Requesting temporary | 13/11 1300333000, 300 KW | | | | | | | | |
| generator for Load Bank testing | 277/480 volt, 3-phase | | | | | | | | |
| generator for Load Bank testing | | | | | | | | | |
| Urban Transportation - 1500 Toomey Rd. | HHSD - 4201 Lavender Loop Build "B" | | | | | | | | |
| Olympian Model #D75P1 | Kohler 12RESM1 | | | | | | | | |
| S/N E6978A/001, Diesel, 75 kW | S/N 2283972, Natural Gas, 12 kW | | | | | | | | |
| 120/208 volts, 3-phase | 120/240 volt, Single Phase | | | | | | | | |
| 120/200 Volto, 5 pridace | 120/240 voit, dirigie i riase | | | | | | | | |
| APD South Substation - 404 Ralph Ablenado Dr. | HHSD - 405 West Stassney Lane WIC | | | | | | | | |
| Caterpillar Model SR 4B | Kohler 12RESM1 | | | | | | | | |
| S/N 8ER03169, Diesel, 350 kW | S/N 2283439, Natural Gas,12 kW | | | | | | | | |
| 120/208 volt, 3-phase | 120/240 volt, Single Phase | | | | | | | | |
| 120/200 voit, 3-priase | 120/240 voit, dirigie i riase | | | | | | | | |
| City Hall - 301 West Second St. | HHSD - 1000 Toyath Clarksville Health Center | | | | | | | | |
| Generac Mod 3700240500 | Kohler 12RESM1 | | | | | | | | |
| S/N 2075593, Natural Gas, 200KW | S/N 2280116, Natural Gas,12 kW | | | | | | | | |
| | 0711 2200 110, Hattiral Odo, 12 RVV | | | | | | | | |
| 277/480 volt, 3-phase, Tuesday or Thursday maintenance restricted, Height limitations in parking garage, Schedule maintenance 48 hours in | 120/240 volt, Single Phase | | | | | | | | |
| advance | 120/240 voil, Sillyle Fliase | | | | | | | | |
| auvanos | | | | | | | | | |
| City Hall - 301 West Second St. | EMS #33 - 4514 James Wheat St | | | | | | | | |
| Generac, Model 3700240500 | Onan Model # GGHG-8829845 | | | | | | | | |
| • | | | | | | | | | |
| S/N 2075592, Natural Gas, 200 kW | S/N K110274178, Natural Gas, 85KW | | | | | | | | |
| 277/480 volt, 3-phase, Tuesday or Thursday maintenance restricted, | 400/040 wells Oire els Dhasa | | | | | | | | |
| Height limitations in parking garage, Schedule maintenance 48 hours in | 120/240 volt, Single Phase | | | | | | | | |
| advance | | | | | | | | | |
| Rutherford Lane Campus - 1520 Rutherford Lane | Animal Services Center - 7201 Levander Loop | | | | | | | | |
| · | · | | | | | | | | |
| Olympian Model #D200p | Onan Model #500DFB39209 | | | | | | | | |
| S/N #LLS02, Diesel, 200 kW | S/N K900, Diesel, 500KW | | | | | | | | |
| 277/480 volt, 3-phase | 277/480 volt, 3-Phase | | | | | | | | |
| Building Services next checkup is expected to be a Servi | - The state of the | | | | | | | | |
| Level 2 in 2017, and a Service Level 3 expected in 2018. | | | | | | | | | |



November 17, 2015

Sent Via E-mail: l.davis@ljpower.net

Larry Davis L J Power Inc 9301 Hwy 290 W. Unit# 100 Austin, TX 78736

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: No. 501-15 Building Maintenance, Repair and Operations Supplies and Equipment

The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2015 through 11/31/2016, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard. Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as RECORD ONLY to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

BuyBoard Procurement Director



12007 Research Boulevard * Austin, Texas 78759-2439 PH: 800-695-2919 * FAX: 800-211-5454 * www.vendor.buyboard.com

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

- 1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may but is not required to "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
- 2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
- 3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
- 4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
- 5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

FORM K - PAGE 1 CONST.V.3.31.15



12007 Research Boulevard * Austin, Texas 78759-2439 PH: 800-695-2919 * FAX: 800-211-5454 * www.vendor.buyboard.com

- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.
- 8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

| Larry Davis Name of Vendor | 501-15 Proposal Invitation Number |
|--|--|
| Signature of Authorized Company Official | <u>Larry Davis</u> Printed Name of Authorized Company Official |
| <u>9/8/15</u> Date | |

The Local Government Purchasing Cooperative

For the Period 12/1/2015 to 11/30/2016

Final Catalog Award Report for Building Maintenance, Repair & Operations Supplies & Equipment #501-15

| 1 Discount (%) Off Cata | alog/Pricelist for Electrical Supplies, Materia | als and Equipment | |
|-----------------------------------|--|-------------------------|-------|
| Vendor | Vendor Catalog Info | Percent Discount | Award |
| Cain Electrical Supply | 3M pricelist | 15% | No |
| Facility Solutions Group | 3M pricelist (27% to 35% discount) | 27% | Yes |
| Roessler Equipment | ABB pricelist | 0% | Yes |
| L J Power Inc | Aksa Power Generators pricelist | 50% | Yes |
| L J Power Inc | Asco Transfer Switches pricelist | 50% | Yes |
| AZTECA Designs, Inc | Azteca pricelist | 5% | No |
| Automated Energy Solutions | Blue Ridge Technologies pricelist | 40% | Yes |
| Elliott Electric Supply | Bridgeport pricelist | 0% | Yes |
| Elliott Electric Supply | Broan pricelist | 35% | Yes |
| Cain Electrical Supply | Burndy pricelist | 10% | Yes |
| Elliott Electric Supply | Caddy pricelist | 5% | Yes |
| Elliott Electric Supply | Cantex pricelist | 0% | Yes |
| Carrier Enterprise, LLC | Carrier Enterprise pricelist | 40% | Yes |
| Automated Energy Solutions | Carrier i-Vu Systems & Controls pricelist | 40% | Yes |
| CED Houston | CED Houston (40% to 80% discount) | 40% | Yes |
| Crawford Electric Supply | Crawford Electric Supply pricelist | 10% | Yes |
| Dealers Electrical Supply | Dealers Electrical Supply pricelist | 0% | Yes |
| Elliott Electric Supply | Dottie pricelist | 10% | Yes |
| Electracom Supply Inc. | Electracom Supply pricelist | 20% | Yes |
| ElectroCoat | ElectroCoat pricelist | 0% | No |
| Elevate Systems | Elevate Systems pricelist | 5% | Yes |
| Enviro Group Jami LLC | Enviro Group pricelist | 20% | Yes |
| Competitive Choice, Inc. | Ferguson catalog | 6% | No |
| Ferguson Enterprises, Inc. | Ferguson Enterprises catalog | 11.6% | Yes |
| J Power Inc | GE pricelist | 50% | Yes |
| Bullchase, Inc | Grainger catalog | 15% | Yes |
| Hi-Line Electric Inc. | Hi-Line Electric pricelist (9% to 44% discount) | 9% | Yes |
| Hill Country Electric Supply, LLP | Hill Country Electric Supply Trade Service pricelist | 15% | Yes |

The Local Government Purchasing Cooperative

For the Period 12/1/2015 to 11/30/2016

Final Catalog Award Report for Building Maintenance, Repair & Operations Supplies & Equipment #501-15

| 4 | Thiai Catalog Award Report i | or building Maintenance, Repair & Operations Supp | nes & Equipment #501-15 | - |
|---|---------------------------------------|---|-------------------------|-----|
| | Elliott Electric Supply | Ideal pricelist | 10% | No |
| | Facility Solutions Group | Ideal pricelist (27% to 35% discount) | 27% | Yes |
| | Interstate All Battery Center Rockwal | Interstate All Battery Center catalog (5% to 20% discount) | 5% | Yes |
| | Johnstone Supply, Houston | Johnstone Supply catalog | 55% | Yes |
| | Johnstone Supply, Austin | Johnstone Supply catalog | 50% | Yes |
| | Johnstone Supply, Corpus Christi | Johnstone Supply catalog | 50% | Yes |
| | Kimball Midwest | Kimball Midwest pricelist | 50% | Yes |
| | Lawson Products Inc. | Lawson pricelist | 68.2% | Yes |
| | Cain Electrical Supply | Leviton pricelist | 30% | Yes |
| | Facility Solutions Group | Leviton pricelist (27% to 35% discount) | 27% | Yes |
| | Cain Electrical Supply | Lutron pricelist | 20% | Yes |
| | McCoy s Building Supply | McCoys Building Supply pricelist (.20% to 4.5% discount) | 0.2% | Yes |
| | Cain Electrical Supply | Mersen pricelist | 50% | Yes |
| | MSC Industrial Supply Company | MSC Big Book catalog (12% to 28% discount) | 12% | Yes |
| | Elliott Electric Supply | NSI pricelist | 25% | Yes |
| | RAM Products, Ltd. | RAM Products pricelist (46% to 62% discount) | 46% | Yes |
| | Rapid Power Management LLC | Rapid Power Capacitor Equipment pricelist | 10% | Yes |
| | LEDs-Unlimited.com | Relume pricelist | 25% | Yes |
| | Cain Electrical Supply | Schneider Electric pricelist | 60% | Yes |
| | Decker, Inc. | Schoolfix catalog | 0% | No |
| _ | LEDs-Unlimited.com | Seesmart pricelist | 25% | Yes |
| | CED Odessa | Square D pricelist | 60% | Yes |
| | Summit Electric Supply | Summit Electric pricelist (10% to 35% discount) | 10% | Yes |
| | SupplyWorks | SupplyWorks pricelist (Excludes factory direct items including building wire) | 25% | Yes |
| | Cain Electrical Supply | T&B pricelist | 10% | Yes |
| | Roessler Equipment | Teco pricelist | 0% | Yes |
| | The Reynolds Co. | The Reynolds Company Trade Service pricelist | 10% | Yes |
| | Roessler Equipment | Westinghouse pricelist | 0% | Yes |
| | Cain Electrical Supply | Wiremold pricelist | 20% | Yes |

The Local Government Purchasing Cooperative

For the Period 12/1/2015 to 11/30/2016

Final Catalog Award Report for Building Maintenance, Repair & Operations Supplies & Equipment #501-15

| Alamo Iron Works | www.aiwdirect.com | 10% | No |
|----------------------------------|--|-----|-----|
| C C Distributors, Inc. | www.ccdistributiors.com | 15% | Yes |
| Global Equipment Company, Inc. | www.globalindustrial.com | 10% | Yes |
| W.W. Grainger Industrial Supply | www.grainger.com | 15% | Yes |
| Graybar Electric | www.graybar.com | 0% | Yes |
| Mar-teK Construction Supply, LLC | www.martekusa.com (5% to 15% discount) | 5% | Yes |
| L J Power Inc | Zenith Transfer Switches pricelist | 50% | Yes |



| GENSET MODEL | ENGINE BRAND | engine Model | EPA | OPEN UNIT 480/277V 3PH | OPEN UNIT 208/120V 3PH | OPEN UNIT 240/120V 1PH | OPEN UNIT 600/347V 3PH | enclosure Level1 Steel | enclosure Level2 Steel | enclosure Level1 Aluminum | enclosure Level2 Aluminum |
|--|--------------|-----------------|----------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|---------------------------------|---------------------------------|
| APD-ULP9 | Perkins | 403D-11G | Interim Tier 4 | \$17.026 | \$17.026 | \$17.026 | \$17,026 | \$1.500 | \$1,882 | \$3,737 | \$4,684 |
| APD-ULP13 | Perkins | 403D-15G | Interim Tier 4 | \$18,645 | \$18,645 | \$18,645 | \$18,645 | \$1,500 | \$1,882 | \$3,737 | \$4,684 |
| APD-ULP20 | Perkins | 404D-22G | Interim Tier 4 | \$22,342 | \$22,487 | \$22,487 | \$22,342 | \$2,250 | \$2,816 | \$5,618 | \$7.013 |
| APD-ULP28 | Perkins | 404D-22TG | Interim Tier 4 | \$26,724 | \$26,868 | \$26,868 | \$26,724 | \$2,250 | \$2,816 | \$5,618 | \$7,013 |
| APD-ULP30 | Perkins | 404D-22TAG | Interim Tier 4 | \$28,539 | \$29,447 | \$29,447 | \$28,539 | \$2,250 | \$2.816 | \$5,618 | \$7.013 |
| APD-ULP56 | Perkins | 1104D-44TG1 | Tier 3 | \$34,724 | \$35,474 | \$35,868 | \$34,724 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULP65 | Perkins | 1104D-E44TG1 | Tier 3 | \$38,197 | \$39,408 | \$39,408 | \$38,197 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULP82 | Perkins | 1104D-E44TAG1 | Tier 3 | \$42,158 | \$43,526 | \$43,526 | \$42,158 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULP100 | Perkins | 1104D-E44TAG2 | Tier 3 | \$44,632 | \$45,987 | \$45,987 | \$44,632 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULP150 | Perkins | 1106D-E66TAG3 | Tier 3 | \$58,500 | \$61,237 | \$61,237 | \$58,500 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-ULP178 | Perkins | 1106D-E66TAG4 | Tier 3 | \$63,737 | \$68,276 | N/A | \$63,737 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-ULP300 | Perkins | 2206D-E13TAG2 | Tier 3 | \$120,092 | \$125,237 | N/A | \$120,092 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULP350 | Perkins | 2206D-E13TAG2 | Tier 3 | \$120,855 | \$126,000 | N/A | \$120,855 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULP400 | Perkins | 2206D-E13TAG3 | Tier 3 | \$125,632 | \$135,632 | N/A | \$125,632 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULP461 | Perkins | 2506D-E15TAG1 | Tier 3 | \$143,605 | \$150,868 | N/A | \$143,605 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| APD-ULP512 | Perkins | 2506C-E15TAG3 | Tier 2 | \$150,079 | \$157,947 | N/A | \$150,079 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| APD-ULP565 | Perkins | 2506C-E15TAG4 | Tier 2 | \$154,724 | \$160,776 | N/A | \$154,724 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| APD-ULP611 | Perkins | 2806C-E18TAG3 | Tier 2 | \$208,132 | \$221,447 | N/A | \$208,132 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| The state of the s | | | | | | | | | | | |
| APD-ULJ30 | John Deere | 3029TFG89 | Tier 3 | \$26,408 | \$27,316 | \$27,316 | \$26,408 | \$2,250 | \$2,816 | \$5,618 | \$7,013 |
| APD-ULJ40 | John Deere | 3029HFG89 | Tier 3 | \$27,829 | \$29,039 | \$29,039 | \$27,829 | \$2,250 | \$2,816 | \$5,618 | \$7,013 |
| APD-ULJ55 | John Deere | 4045TF280 | Tier 3 | \$35,303 | \$36,513 | \$36,908 | \$35,303 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULJ65 | John Deere | 4045HF280 | Tier 3 | \$35,789 | \$37,000 | \$37,000 | \$35,789 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULJ80 | John Deere | 4045HF285 | Tier 3 | \$39,000 | \$40,368 | \$40,368 | \$39,000 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULJ100 | John Deere | 4045HF285 | Tier 3 | \$40,368 | \$41,724 | \$41,724 | \$40,368 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-ULJ125 | John Deere | 4045HF285 | Tier 3 | \$46,500 | \$49,684 | \$49,684 | \$46,500 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-ULJ150 | John Deere | 6068HF285 | Tier 3 | \$51,789 | \$54,513 | \$54,513 | \$51,789 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-ULJ180 | John Deere | 6068HFG82 | Tier 3 | \$57,329 | \$61,868 | N/A | \$57,329 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-ULJ200 | John Deere | 6068HF485 | Tier 3 | \$68,184 . | \$72,737 | N/A | \$68,184 | \$5,618 | \$7,013 | \$14,026 | \$17,539 |
| APD-ULJ250 | John Deere | 6090HF484 | Tier 3 | \$81,224 | \$87,579 | N/A | \$81,224 | \$5,618 | \$7,013 | \$14,026 | \$17,539 |
| APD-ULJ275 | John Deere | 6090HF484 | Tier 3 | \$86,684 | \$91,211 | N/A | \$86,684 | \$5,618 | \$7,013 | \$14,026 | \$17,539 |
| APD-ULJ300 | John Deere | 6090HFG86 | Tier 3 | \$93,697 | \$98,842 | N/A | \$93,697 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ300* | John Deere | 6135HF485 | Tier 3 | \$118,868 | \$124,013 | N/A | \$118,868 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ350 | John Deere | 6135HFG84 | Tier 3 | \$115,092 | \$120,237 | N/A | \$115,092 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ350* | John Deere | 6135HF485 | Tier 3 | \$122,921 | \$128,066 | N/A | \$122,921 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ400 | John Deere | 6135HFG84 | Tier 3 | \$127,553 | \$137,539 | N/A | \$127,553 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ400* | John Deere | 6135HF485 | Tier 3 | \$130,105 | \$140,092 | N/A | \$130,105 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-ULJ500 | John Deere | 6135HFG75 | Tier 2 | \$147,092 | \$154,961 | N/A | \$147,092 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| | | | Ī | | | | | | | | |
| APD-ULM800 | Mitsubishi | S12A2-Y2PTAW | Tier 2 | \$303,895 | \$333,553 | N/A | \$303,895 | \$13,474 | \$16,842 | \$33,684 | \$42,105 |
| APD-ULM1000 | Mitsubishi | S12H-Y2PTAW | Tier 2 | \$360,421 | \$406,421 | N/A | \$360,421 | \$13,474 | \$16,842 | \$33,684 | \$42,105 |
| APD-ULM1250 | Mitsubishi | S12R-Y2PTAW | Tier 2 | \$462,776 | N/A | N/A | \$462,776 | N/A | N/A | N/A | N/A |



| APD-ULM1600 | Mitsubishi | S16R-Y2PTAW | Tier 2 | \$533,250 | N/A | N/A | \$533,250 | N/A | N/A | N/A | N/A |
|-------------|------------|--------------|--------|-----------|-----------|----------|-----------|----------|----------|----------|----------|
| APD-ULM2000 | Mitsubishi | S16R-Y2PTAW2 | Tier 2 | \$656,697 | N/A | N/A | \$656,697 | N/A | N/A | N/A | N/A |
| | | | | | | | | | | | |
| APDNG30 | PSI | 3.0L | - | \$26,684 | \$27,592 | \$27,592 | \$26,684 | \$2,250 | \$2,816 | \$5,618 | \$7,013 |
| APD-NG40 | PSI | 4.3L | - | \$31,145 | \$32,355 | \$32,355 | \$31,145 | \$2,250 | \$2,816 | \$5,618 | \$7,013 |
| APD-NG50 | PSI | 5.0L | - | \$35,553 | \$36,763 | \$36,763 | \$35,553 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-NG60 | PSI | 5.7L | - | \$37,250 | \$38,474 | \$38,474 | \$37,250 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-NG80 | PSI | 5.7LT | - | \$45,868 | \$47,237 | \$47,237 | \$45,868 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-NG100 | PSI | 5.7LTCAC | - | \$49,053 | \$50,408 | \$50,408 | \$49,053 | \$3,368 | \$4,211 | \$8,421 | \$10,526 |
| APD-NG125 | PSI | 8.8LT | - | \$68,145 | \$71,329 | \$71,329 | \$68,145 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-NG150 | PSI | 8.8LTCAC | - | \$73,947 | \$76,671 | \$76,671 | \$73,947 | \$3,737 | \$4,684 | \$9,355 | \$11,684 |
| APD-NG200 | PSI-Doosan | 11.1L | - | \$155,789 | \$160,316 | N/A | \$155,789 | \$5,618 | \$7,013 | \$14,026 | \$17,539 |
| APD-NG250 | PSI-Doosan | 14.6L | | \$236,105 | \$242,461 | N/A | \$236,105 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-NG300 | PSI-Doosan | 14.6LHO | - | \$253,263 | \$258,408 | N/A | \$253,263 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-NG350 | PSI-Doosan | 18.3 | - | \$294,882 | \$300,026 | N/A | \$294,882 | \$7,487 | \$9,355 | \$18,711 | \$23,382 |
| APD-NG400 | PSI-Doosan | 21.9 | - | \$344,013 | \$354,000 | N/A | \$344,013 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |
| APD-NG425 | PSI-Doosan | 21.9LHO | H | \$360,868 | \$368,737 | N/A | \$360,868 | \$10,474 | \$13,092 | \$26,184 | \$32,737 |



| CONTAINER (ISO 40" HC) | 24H TANK | BOTTOM CHANNEL ADDER | 48H TANK | BOTTOM CHANNEL ADDER | 72H TANK | BOTTOM CHANNEL ADDER | ELEC. FUEL LEVEL SENSOR FOR DSE7320 | ALT.STRIP HEATER | 10A CHARGER DSE9470 (NO GAUGE) | 10A CHARGER DSE9461 W/METERS | an.panel 16 lights dse2548 | An.Panel 24 Lights DSE2548 |
|---------------------------|----------|-------------------------|----------|-------------------------|----------|-------------------------|---|---------------------|--------------------------------------|------------------------------------|-------------------------------|-------------------------------|
| N/A | \$4,342 | \$658 | \$4,737 | \$658 | \$5,395 | \$789 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$4,342 | \$658 | \$4,737 | \$658 | \$5,395 | \$789 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$4,974 | \$961 | \$5,158 | \$961 | \$5,526 | \$961 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$5,000 | \$961 | \$5,526 | \$961 | \$6,447 | \$961 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$5,000 | \$961 | \$5,526 | \$961 | \$6,447 | \$961 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,079 | \$961 | \$7,434 | \$961 | \$8,487 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,079 | \$961 | \$7,434 | \$961 | \$8,934 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,316 | \$961 | \$8,487 | \$961 | \$9,395 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,645 | \$961 | \$8,934 | \$961 | \$10,592 | \$1,079 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$7,934 | \$1,184 | \$10,579 | \$1,184 | \$13,224 | \$1,474 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$8,500 | \$1,184 | \$11,789 | \$1,184 | \$14,750 | \$1,697 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,171 | \$2,632 | \$16,250 | \$2,632 | \$19,053 | \$2,895 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,171 | \$2,632 | \$16,250 | \$2,632 | \$19,053 | \$2,895 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,645 | \$2,632 | \$16,842 | \$2,632 | \$20,697 | \$3,211 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$14,211 | \$2,632 | \$19,053 | \$2,895 | \$24,803 | \$4,026 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$14,211 | \$2,632 | \$19,053 | \$2,895 | \$24,803 | \$4,026 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$15,368 | \$2,632 | \$20,697 | \$3,211 | \$28,303 | \$4,737 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$15,368 | \$2,632 | \$20,697 | \$3,211 | \$28,303 | \$4,737 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| | | | | | | | | | | | | |
| N/A | \$5,000 | \$961 | \$5,526 | \$961 | \$6,447 | \$961 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$5,263 | \$961 | \$6,184 | \$961 | \$7,395 | \$961 | \$263 | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,079 | \$961 | \$7,434 | \$961 | \$8,487 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,079 | \$961 | \$7,434 | \$961 | \$8,934 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$6,316 | \$961 | \$8,487 | \$961 | \$9,395 | \$961 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$7,197 | \$1,184 | \$9,092 | \$1,184 | \$10,579 | \$1,184 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$7,934 | \$1,184 | \$9,921 | \$1,184 | \$11,789 | \$1,184 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$7,934 | \$1,184 | \$10,579 | \$1,184 | \$13,224 | \$1,474 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$8,500 | \$1,184 | \$11,789 | \$1,184 | \$14,750 | \$1,697 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$9,382 | \$1,605 | \$11,908 | \$1,605 | \$14,711 | \$1,842 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$9,737 | \$1,605 | \$12,908 | \$1,605 | \$16,500 | \$2,105 | \$263 | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$10,842 | \$1,605 | \$14,711 | \$1,842 | \$18,724 | \$2,526 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,171 | \$2,632 | \$16,250 | \$2,632 | \$19,053 | \$2,895 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,171 | \$2,632 | \$16,250 | \$2,632 | \$19,053 | \$2,895 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,645 | \$2,632 | \$16,250 | \$2,632 | \$20,697 | \$3,211 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,645 | \$2,632 | \$16,250 | \$2,632 | \$20,697 | \$3,211 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,645 | \$2,632 | \$16,842 | \$2,632 | \$21,368 | \$3,329 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$12,645 | \$2,632 | \$16,842 | \$2,632 | \$21,368 | \$3,329 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$14,211 | \$2,632 | \$19,053 | \$2,895 | \$24,803 | \$4,026 | \$263 | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| | | | | | | | | | | | | |
| N/A | \$26,645 | \$3,895 | \$30,908 | \$4,342 | \$51,158 | \$7,408 | \$263 | \$1,000 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | \$28,066 | \$3,895 | \$40,408 | \$5,645 | \$55,658 | \$7,408 | \$263 | \$1,000 | \$605 | \$1,211 | \$908 | \$1,276 |
| \$145,868 | \$53,026 | \$9,132 | \$67,776 | \$9,132 | N/A | N/A | \$263 | \$1,053 | \$605 | \$1,211 | \$908 | \$1,276 |



| \$145,868 | \$59,737 | \$9,132 | \$78,158 | \$10,724 | N/A | N/A | \$263 | \$1,053 | \$605 | \$1,211 | \$908 | \$1,276 |
|-----------|----------|---------|----------|----------|-----|-----|-------|---------|-------|---------|-------|---------|
| \$145,868 | \$63,724 | \$9,132 | N/A | N/A | N/A | N/A | \$263 | \$1,053 | \$605 | \$1,211 | \$908 | \$1,276 |
| 100 | | | | | | | | | | | | |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$671 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$763 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$908 | \$605 | \$1,211 | \$908 | \$1,276 |

POWER GENERATION

| REMOTE DISPLAY MODULE PANEL DSE2520 | 8 DRY CONTACTS OUTPUTS DSE2157 | REMOTE E- STOP | REMOTE E- STOP BREAK GLASS | BATTERY PAD HEATER | BATTERY BLANKET HEATER | VOLTAGE ADJUST RHEOSTAT | AC LIGHT & ON/OFF SWITCH | TIMER & SWITCH FOR DC LIGHT | GFCI RECEPTACLE | 240V RECEPTACLE | CONTROL PANEL HEATER | SPRING ISOLATORS (CE SERIES) |
|---|--------------------------------------|-------------------|----------------------------------|-----------------------|------------------------------|----------------------------|--------------------------|--------------------------------|--------------------|--------------------|-------------------------|------------------------------------|
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$461 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$842 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$461 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$842 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$526 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$526 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| | | | | | | | | | | | | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$526 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$526 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$526 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$2,053 |
| | and the second | | | | | | | | | | | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,816 | #VALUE! | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$3,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,816 | #VALUE! | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$3,316 |
| \$1,053 | \$632 | \$263 | \$803 | \$1,816 | #VALUE! | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$6,316 |



| \$1,053 | \$632 | \$263 | \$803 | \$1,816 | #VALUE! | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$6,316 | |
|---------|-------|-------|-------|---------|---------|---------|-------|-------|-------|-------|-------|---------|--|
| \$1,053 | \$632 | \$263 | \$803 | \$1,816 | #VALUE! | \$211 | \$737 | \$263 | \$355 | \$355 | \$395 | \$6,316 | |
| | | | | | | | | | | | | | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 | |
| \$1,053 | \$632 | \$263 | \$803 | \$605 | \$474 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$1,316 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$2,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$2,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$211 | \$368 | \$263 | \$355 | \$355 | \$395 | \$2,053 | |
| \$1,053 | \$632 | \$263 | \$803 | \$1,053 | \$829 | \$2,105 | \$368 | \$263 | \$355 | \$355 | \$395 | \$2,053 | |



| | | Y . | | | | 177 | | | | | | |
|--|-------------------------------|------------------------------|-----------------------------|------------|-------------|-------------------------------|------------------------------|-----------------------------|------------|-------------|-------------------------------------|--------------------------|
| SPRING ISOLATORS SEISMIC (MSS SERIES) | 80% to 100% UPGRADE (480V) | 100% RATED BREAKER (480V) | 80% RATED BREAKER (480V) | SHUNT TRIP | AUX CONTACT | 80% to 100% UPGRADE (208V) | 100% rated Breaker (208V) | 80% RATED BREAKER (208V) | SHUNT TRIP | AUX CONTACT | LOW COOLANT SWITCH (MECHANIC) | fuel line Check valve |
| \$2,211 | \$132 | \$526 | \$447 | \$434 | \$237 | \$132 | \$526 | \$447 | \$434 | \$237 | \$263 | \$316 |
| \$2,211 | \$132 | \$526 | \$447 | \$434 | \$237 | \$132 | \$526 | \$447 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$526 | \$447 | \$434 | \$237 | \$132 | \$632 | \$539 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$526 | \$447 | \$434 | \$237 | \$132 | \$632 | \$539 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$526 | \$447 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,842 | \$1,658 | \$434 | \$263 | \$263 | \$316 |
| \$2,632 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | \$316 |
| \$2,632 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | \$316 |
| \$4,211 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | \$316 |
| \$4,211 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,184 | \$10,316 | \$9,408 | \$434 | \$382 | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$1,711 | \$16,184 | \$14,895 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,184 | \$10,000 | \$9,079 | \$434 | \$382 | \$1,711 | \$16,184 | \$14,895 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,184 | \$10,000 | \$9,079 | \$434 | \$382 | \$2,368 | \$24,474 | \$22,408 | \$645 | N/A | N/A | \$316 |
| | 1 | | | | | 1 | | | | | | |
| \$2,632 | \$132 | \$526 | \$447 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | \$316 |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$263 | \$316 |
| \$2,632 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | \$316 |
| \$3,553 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | \$316 |
| \$3,553 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | \$316 |
| \$4,211 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | \$316 |
| \$4,211 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$263 | \$316 |
| \$4,737 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$263 | \$316 |
| \$4,737 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$1,184 | \$10,000 | \$9,079 | \$434 | \$382 | \$263 | \$316 |
| \$4,737 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,184 | \$10,000 | \$9,079 | \$434 | \$382 | \$263 | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,184 | \$10,316 | \$9,408 | \$434 | \$382 | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,184 | \$10,316 | \$9,408 | \$434 | \$382 | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | N/A | \$316 |
| \$6,316 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$1,711 | \$16,184 | \$14,895 | \$645 | N/A | N/A | \$316 |
| | | | | | | | | | | | | |
| \$7,368 | \$1,184 | \$10,316 | \$9,408 | \$434 | \$382 | \$2,632 | \$36,316 | \$38,947 | \$645 | N/A | N/A | \$316 |
| \$7,368 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | \$2,632 | \$46,053 | \$48,684 | \$645 | N/A | N/A | \$316 |
| \$12,632 | \$1,711 | \$16,184 | \$14,895 | \$645 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$316 |



| \$12,632 | \$2,368 | \$24,474 | \$22,408 | \$645 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$316 |
|----------|---------|----------|----------|-------|-------|---------|----------|----------|-------|-------|---------|-------|
| \$12,632 | \$2,632 | \$36,316 | \$38,947 | \$645 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$316 |
| 1 | | | | | | | | | | | 230-110 | |
| \$2,632 | \$132 | \$526 | \$447 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | N/A |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | N/A |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$263 | N/A |
| \$2,632 | \$132 | \$632 | \$539 | \$434 | \$237 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$263 | N/A |
| \$2,632 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | N/A |
| \$3,553 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$263 | N/A |
| \$3,553 | \$211 | \$1,500 | \$1,355 | \$434 | \$237 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | N/A |
| \$4,211 | \$237 | \$1,842 | \$1,658 | \$434 | \$263 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$263 | N/A |
| \$4,737 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$263 | N/A |
| \$4,737 | \$1,053 | \$3,421 | \$2,632 | \$434 | \$263 | \$1,184 | \$10,000 | \$9,079 | \$434 | \$382 | \$263 | N/A |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,184 | \$10,316 | \$9,408 | \$434 | \$382 | \$263 | N/A |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | \$263 | N/A |
| \$6,316 | \$1,711 | \$5,658 | \$4,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | \$263 | N/A |
| \$6,316 | \$2,105 | \$9,013 | \$7,211 | \$434 | \$263 | \$1,447 | \$15,421 | \$14,184 | \$645 | N/A | \$263 | N/A |



| BATTERY DISCONNECT SWITCH | LOAD CENTER (100A, 12 BREAKER) | LOAD CENTER (200A, 8 BREAKER) | SENS 10A CHARGER | SENS 20A CHARGER | BATTERY RESTRAINT | OIL HEATER | LIQUID LP FUEL SYSTEM | DUAL FUEL (NG/LPG) AUTO SWITCH SYSTEM | CRITICAL SILENCER FOR CANOPY TYPE | CRITICAL SILENCER FOR OPEN TYPE | 5 YEARS WARRANTY LIMITED | 5 YEARS WARRANTY COMPREHENSIVE |
|---------------------------------|--------------------------------------|-------------------------------------|---------------------|---------------------|----------------------|------------|--------------------------|---|---|---------------------------------------|--------------------------------|--------------------------------------|
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | N/A | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | N/A | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,184 | \$1,066 | \$1,842 | \$2,632 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,184 | \$1,066 | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,553 | \$5,053 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,553 | \$5,053 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,553 | \$5,053 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$5,526 | \$7,763 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,184 | \$1,066 | \$1,842 | \$2,632 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,184 | \$1,066 | \$1,842 | \$2,632 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,184 | \$1,066 | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | N/A | N/A | \$1,842 | \$1,447 | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$1,842 | \$1,447 | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$1,842 | \$1,447 | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,763 | \$5,395 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,763 | \$5,395 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$342 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$342 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | N/A | N/A | \$2,105 | \$1,579 | \$3,553 | \$5,053 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$211 | \$1,053 | N/A | N/A | N/A | \$2,895 | \$7,368 | \$10,263 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$211 | \$1,053 | N/A | N/A | N/A | \$2,895 | \$9,474 | \$12,632 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$211 | \$2,105 | N/A | N/A | \$4,737 | \$4,737 | N/A | N/A |



| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$211 | \$2,105 | N/A | N/A | \$4,737 | \$4,737 | N/A | N/A |
|-------|-------|---------|---------|---------|-------|---------|---------|---------|---------|---------|---------|---------|
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$211 | \$2,105 | N/A | N/A | \$4,737 | \$4,737 | N/A | N/A |
| | | | | | | | | | | | | |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$842 | \$763 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$921 | \$842 | \$1,224 | \$1,750 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$921 | \$842 | \$1,342 | \$1,934 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$1,184 | \$1,066 | \$1,842 | \$2,632 |
| \$316 | \$789 | \$1,184 | \$2,105 | \$3,553 | \$53 | \$395 | \$2,447 | \$3,553 | \$1,184 | \$1,066 | \$1,842 | \$2,632 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | \$2,447 | \$3,553 | N/A | N/A | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$658 | \$5,000 | \$6,842 | N/A | N/A | \$2,579 | \$3,684 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$1,316 | \$5,000 | \$6,842 | N/A | N/A | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$1,316 | \$5,000 | \$6,842 | N/A | N/A | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$1,316 | \$5,000 | \$6,842 | N/A | N/A | \$3,013 | \$4,316 |
| \$316 | \$789 | \$1,184 | \$2,632 | \$3,553 | \$105 | \$1,316 | \$5,000 | \$6,842 | N/A | N/A | \$3,553 | \$5,053 |

| GENSET MODEL | ЕРА | POWER kW @ 208/120V & 480/277 | Fuel Tank SW | Trailer | MOBILE GENSET W/TANK&TRAILER | | |
|--------------|-------------|----------------------------------|--------------|---------|---------------------------------|---------|--|
| | | STAND-BY | GALLONS | | | | |
| AT56 | Tier 3-FLEX | 56 | 178G | 7K | \$ | 60,175 | |
| AT65 | Tier 3-FLEX | 65 | 178G | 7K | \$ | 64,135 | |
| AT82 | Tier 3-FLEX | 82 | 178G | 7K | \$ | 68,475 | |
| AT100 | Tier 3-FLEX | 100 | 178G | 7K | \$ | 72,032 | |
| AT150 | Tier 3-FLEX | 150 | 310G | 12K | \$ | 91,765 | |
| AT178 | Tier 3-FLEX | 178 | 310G | 12K | \$ | 98,425 | |
| AT200 | Tier 3-FLEX | 200 | 410G | 14K | \$ | 139,200 | |
| AT250 | Tier 3-FLEX | 250 | 410G | 14K | \$ | 147,360 | |
| AT300 | Tier 3-FLEX | 300 | 600G | 20K | \$ | 186,048 | |
| AT350 | Tier 3-FLEX | 350 | 600G | 20K | \$ | 193,040 | |
| AT400 | Tier 3-FLEX | 400 | 600G | 20K | \$ | 202,980 | |
| AT461 | Tier 3-FLEX | 461 | 770G | 24K | \$ | 240,317 | |
| AT500 | Tier 2-FLEX | 500 | 770G | 24K | \$ | 266,832 | |



| | OPTIONAL FUEL TANK ACCESSORIES | |
|-------|--|---------|
| PART# | DESCRIPTION | PRICE |
| 2080 | Spill fill container, 5 Gallon, installs on tank | \$842 |
| 2084 | Spill fill container, 5 Gallon, with wall mount brackets | \$908 |
| 3176 | High level fuel switch, 90% (changes low switch to dual high/low) | \$185 |
| 1960 | Remote alarm panel (3 alarms) - labelled High, Low & Leak, ship loose | \$2,080 |
| 3177 | Dual level switchs, set at 90% & 95% high, includes additional 2" NPT | \$526 |
| 1957 | Overfill preventation valve, 2"NPT, with cam-lock adaptor and dust cap | \$2,040 |
| 2610 | Check valve, installed external to engine supply dip tube, 1/2" | \$210 |
| | | |

| | TRANSFER SYSTEM (SUB BASE TANL OPTIONS) | |
|--------------------------|--|---------|
| PART# | DESCRIPTION | PRICE |
| 2500-7573 & 1751 or 1752 | Fuel transfer system includes: System 2000Plus controller, 0-90ohm sendor, ciritcal high switch, sub base level mod, 2 GPM supply pump with 1/3HP motor, 1/2" solenoid valve and strainer. Installed | \$5,790 |
| 2500-7574 & 2410 | Add 4GPM recerse pump with 1/3HP motor to fuel transfer system (must also order 2500-7573 kit). Upsizes weather proof cover to fit vertical stacked pumps | \$2,895 |

ZTS Automatic Transfer Switch

Open, Delayed, and Closed Transition Base Pricing

| A comment | | | TS | | SD | ZTSCT | | |
|---------------|-------|--------|--------------|-----------|-------------------|----------|---|--|
| Amps | Poles | Open T | ransition | Delayed ' | Transition | Closed T | ransition | |
| | | Open | Nema 1 | Open | Nema 1 | Open | Nema 1 | |
| | 2 | 3,927 | 4,022 | 5,004 | 5,088 | | | |
| 40 | 3 | 4,135 | 4,230 | 5,527 | 5,611 | | | |
| | 4 | 4,799 | 5,178 | 6,426 | 6,510 | | | |
| | 2 | 3,927 | 4,022 | 5,004 | 5,088 | | | |
| 80 | 3 | 4,135 | 4,230 | 5,527 | 5,611 | | | |
| | 4 | 4,799 | 5,178 | 6,426 | 6,510 | | | |
| 1.5 | 2 | 3,927 | 4,022 | 5,004 | 5,088 | 12,135 | 12,219 | |
| 100 | 3 | 4,135 | 4,230 | 5,527 | 5,611 | 12,785 | 12,870 | |
| | 4 | 4,799 | 5,178 | 6,426 | 6,510 | 14,028 | 14,112 | |
| * | 2 | 4,267 | 4,362 | 5,004 | 5,088 | 12,136 | 12,220 | |
| 150 | 3 | 5,097 | 5,192 | 5,527 | 5,611 | 12,785 | 12,870 | |
| | 4 | 6,107 | 6,202 | 6,426 | 6,510 | 14,028 | 14,112 | |
| | 2 | 5,202 | 5,297 | 5,620 | 5,705 | 12,135 | 12,219 | |
| 225 | 3 | 6,349 | 6,444 | 6,643 | 6,728 | 12,785 | 12,870 | |
| | 4 | 7,388 | 7,483 | 7,568 | 7,653 | 14,028 | 14,112 | |
| | 2 | 6,226 | 6,321 | 6,528 | 6,612 | 13,401 | 13,485 | |
| 260 | 3 | 7,112 | 7,207 | 7,322 | 7,407 | 13,613 | 13,697 | |
| | 4 | 8,350 | 8,446 | 8,425 | 8,509 | 15,009 | 15,093 | |
| | 2 | 8,032 | 8,127 | 8,407 | 8,492 | 16,550 | 16,635 | |
| 400 | 3 | 8,862 | 8,957 | 9,260 | 9,344 | 17,471 | 17,556 | |
| | 4 | 10,374 | 10,469 | 10,108 | 10,192 | 17,967 | 18,051 | |
| | 2 | 11,508 | 11,603 | 10,535 | 10,619 | | | |
| 600 | 3 | 11,925 | 12,020 | 10,960 | 11,044 | 20,032 | 20,116 | |
| | . 4 | 14,532 | 14,627 | 13,504 | 13,589 | 22,666 | 22,750 | |
| | 2 | | A CONTRACTOR | | | | | |
| 800 | 3 | 14,271 | 14,460 | 14,627 | 14,797 | 27,138 | 27,295 | |
| | 4 | 17,093 | 17,282 | 17,152 | 17,322 | 30,302 | 30,459 | |
| | 2 | | | | | | | |
| 1000 | 3 | 19,801 | 19,990 | 19,555 | 19,725 | 31,097 | 31,261 | |
| | 4 | 23,997 | 24,186 | 23,328 | 23,498 | 35,254 | 35,417 | |
| | 2 | | | W | | | | |
| 1200 | 3 | 22,010 | 22,199 | 21,550 | 21,720 | 33,403 | 33,566 | |
| v = 0 (3) (3) | 4 | 26,282 | 26,528 | 25,366 | 25,536 | 37,899 | 38,062 | |
| | . 2 | | | | | | P. C. | |
| 1600 | 3 | 25,878 | 26,319 | 28,713 | 29,169 | 39,775 | 40,184 | |
| | 4 | 34,075 | 34,516 | 37,174 | 37,631 | 46,479 | 46,887 | |
| | 2 | | | | | | | |
| 2000 | 3 | 27,979 | 28,420 | 30,879 | 31,335 | 43,131 | 43,540 | |
| | 4 | 37,103 | 37,545 | 40,306 | 40,763 | 52,421 | 52,830 | |
| | 2 | | | | | | | |
| 3000 | 3 | 47,773 | 48,215 | 47,442 | 47,867 | 64,962 | 65,370 | |
| | 4 | 51,428 | 51,870 | 51,080 | 51,505 | 70,590 | 70,998 | |
| | 2 | | | 1117 | | | | |
| 4000 | 3 | 72,623 | 73,064 | 72,091 | 72,516 | 88,812 | 89,221 | |
| | 4 | 77,765 | 78,206 | 77,218 | 77,643 | 93,332 | 93,741 | |

Notes:

- 3) Prices shown for base offering of open style or Nema 1, refer to Special Enclosures sheet for additional enclosure pricing
- 4) Prices are good for all system operational voltages. Need to specify with order appropriate system voltage.
- 5) Reference ZTS options pricing for additional accessories available.

¹⁾ Control Panel includes GE Zenith MX250 (B) Series micro-controller. Standard accessory package included

²⁾ Need to specify source configuration at order. Pricing includes configurable options for Utility-Generator, Utility-Utility, and Manual Operation. Selecting Utility-Utility removes gen & exerciser options. Selecting Manual option changes standard option package to include only (1)A3, (1)A4, L1, L2, L3, L4, YE, & YN. Contact factory for Generator-Generator switching pricing.

ZBTS Bypass/Isolation Transfer Switch Open, Delayed, and Closed Transition Base Pricing

| | | ZI | BTS | ZB | TSD | ZBTSCT | | |
|-------------|-------|---------|-----------|---------|------------|----------|-------------------------|--|
| Amps | Poles | Open T | ransition | Delayed | Transition | Closed ' | Transition | |
| | | Open | Nema 1 | Open | Nema 1 | Open | Nema 1 | |
| | 2 | | | | | | | |
| 40 | 3 | | | | | | | |
| | 4 | | | | | | | |
| | 2 | | | | | | | |
| 80 | 3 | | | | | | | |
| | 4 | | | | | | | |
| 2 2 2 | 2 | 18,061 | 18,317 | 20,737 | 21,019 | 33,825 | 34,081 | |
| 100 | 3 | 18,327 | 18,583 | 21,145 | 21,427 | 34,338 | 34,594 | |
| | 4 | 20,203 | 20,459 | 22,587 | 22,869 | 34,850 | 35,106 | |
| 33.3 | 2 | 18,061 | 18,317 | 20,837 | 21,119 | 33,825 | 34,081 | |
| 150 | 3 | 18,327 | 18,583 | 21,246 | 21,528 | 34,338 | 34,594 | |
| | 4 | 20,203 | 20,459 | 22,790 | 23,072 | 34,850 | 35,106 | |
| | 2 | 20,003 | 20,259 | 22,787 | 23,069 | 33,825 | 34,081 | |
| 225 | 3 | 20,459 | 20,715 | 23,299 | 23,581 | 34,338 | 34,594 | |
| | 4 | 21,986 | 22,242 | 24,331 | 24,613 | 34,850 | 35,106 | |
| | 2 | 20,638 | 20,894 | 23,808 | 24,090 | 33,825 | 34,081 | |
| 260 | 3 | 21,084 | 21,340 | 24,320 | 24,602 | 34,338 | 34,594 | |
| | 4 | 23,006 | 23,262 | 25,864 | 26,146 | 34,850 | 35,106 | |
| | 2 | 24,733 | 24,960 | 26,320 | 26,547 | 41,835 | 42,091 | |
| 400 | 3 | 25,134 | 25,362 | 26,721 | 26,949 | 42,343 | 42,599 | |
| | 4 | 27,723 | 27,951 | 29,310 | 29,538 | 45,654 | 45,910 | |
| | 2 | 32,282 | 32,743 | 34,066 | 34,527 | | | |
| 600 | 3 | 32,723 | 33,184 | 34,507 | 34,968 | 44,493 | 44,918 | |
| | 4 | 37,812 | 38,273 | 39,596 | 40,057 | 49,417 | 49,842 | |
| | 2 | | | | | | | |
| 800 | 3 | 33,878 | 34,305 | 35,946 | 36,373 | 47,433 | 47,831 | |
| | 4 | 39,638 | 40,065 | 41,707 | 42,134 | 53,525 | 53,922 | |
| | 2 | | | | | | | |
| 1000 | 3 | 44,256 | 44,683 | 46,319 | 46,746 | 62,703 | 63,101 | |
| | 4 | 58,462 | 58,889 | 60,524 | 60,951 | 78,785 | 79,182 | |
| ** | 2 | | | | | | Company of the state of | |
| 1200 | 3 | 50,502 | 50,929 | 52,568 | 52,995 | 69,209 | 69,607 | |
| 17 VIOL 122 | 4 | 64,948 | 65,375 | 67,015 | 67,442 | 85,459 | 85,857 | |
| | 2 | | | | | | | |
| 1600 | 3 | 88,139 | 88,613 | 90,201 | 90,675 | 117,467 | 117,909 | |
| No. | 4 | 98,228 | 98,702 | 100,291 | 100,765 | 129,492 | 129,934 | |
| | 2 | | | | | | ov se silis | |
| 2000 | 3 | 101,121 | 101,595 | 103,183 | 103,657 | 129,916 | 130,358 | |
| | 4 | 121,845 | 122,320 | 123,907 | 124,382 | 151,834 | 152,275 | |
| | 2 | | | | | | | |
| 3000 | 3 | 148,913 | 149,322 | 150,696 | 151,104 | 206,877 | 207,319 | |
| | 4 | 162,173 | 162,582 | 163,956 | 164,364 | 232,186 | 232,627 | |
| | 2 | | | | | | | |
| 4000 | 3 | 184,522 | 184,996 | 187,424 | 187,898 | 218,664 | 219,105 | |
| | 4 | 200,781 | 201,255 | 203,677 | 204,151 | 244,806 | 245,248 | |

Notes:

- 1) Control Panel includes GE Zenith MX250 (B) Series micro-controller. Standard accessory package included
- 2) Need to specify source configuration at order. Pricing includes configurable options for Utility-Generator, Utility-Utility, and Manual Operation. Selecting Utility-Utility removes gen & exerciser options. Selecting Manual option changes standard option package to include only (1)A3, (1)A4, L1, L2, L3, L4, YE, & YN. Contact factory for Generator-Generator switching pricing.
- 3) Prices shown for base offering of open style or Nema 1, refer to ZBTS special enclosures for additional enclosure pricing
- 4) Prices are good for all system operational voltages. Need to specify with order appropriate system voltage.
- 5) Reference ZTS options pricing for additional accessories available.

| Available Option Groups - (default MSTDS group) | MSTDS Standard \$0 | MEXES Exercisor \$446 | MCONS Controls \$895 | MSENS Sensing \$670 | MSPES Spec \$1.675 | MPSGS PSG \$2,005 | MAN Manual S0 | List price adder | |
|--|---------------------------|-----------------------------|----------------------------|---------------------------|---------------------------|---------------------------|---------------------|----------------------------|--|
| Optional Accessories & Standard Features | ⇒u | \$440 | \$630 | \$670 | \$1,675 | \$2,005 | Şu | | |
| Contacts: A1 - (A100000) | Optional | incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Optional | \$153 | |
| S.P.D.TSource 1-Normal Failure A1E - (A1E0000) S.P.D.T Source 2-Emergency Failure | Optional | Incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Incl-qty 1 | Optional | \$153 | |
| A3 - (A300000) Source 2-Emergency position (see note 1) | Incl-qty 1 | Incl-qty 2 | Incl-qty 2 | Incl-qty 2 | Incl-qty 2 | Incl-qty 3 | Inci-qty 1 | \$65 | |
| R34N - (A34N000) Closed in neutral position - (mechanically activated limit switch) | Optional (Delay Only) | Optional (Delay Only) | Optional (Delay Only) | Optional (Delay Only) | Optional (Delay Only) | Optional (Delay Only) | Not Avail. | \$1 40 | |
| A3DT - (A3DT000) S.P.D.Tclosed in Source 2-Emergency position (see note 1) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$94 | |
| A4 - (A400000) Source 1-Normal position (see note 1) | Incl-qty 1 | Incl-qty 2 | Incl-qty 2 | Incl-qty 2 | Incl-qty 2 | Incl-qty 3 | Incl-qty 1 | \$65 | |
| A4DT - (A4DT000) S.P.D.T-closed in Source 1-normal position (see note 1) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$94 | |
| AB3 - (AB30000) Closed in Bypass/isolation Source 2-Emergency (see note 1) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional | \$71 | |
| AB4 - (AB40000) Closed in Bypass/Isolation Source 1-Normal (see note 1) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional (Bypass Only) | Optional | \$71 | |
| E - (E000000) Engine start relay - S.P.D.T. | Included | Included | Included | Included | Included | Included | Optional | Manual Grp adder -\$112 | |
| F - (F000000) Fan contact - S.P.N.OClosed when engine runs | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$153 | |
| Q2 - (Q2120VS,Q2024AS,or Q2024DS) Peak shave/remote load test/area protection-Relay S.P.D.T. (see note 8) | Optional | included | Included | Included | Included | Included | Optional | \$233 | |
| Q3 - (Q3120VS,Q3024VA or Q3024VD) nhibit transfer to Source 2- Emergency (load add relay)-Relay S.P.D.T. (see note 8) | Optional | Optional | Included | Optional | Included | Included | Optional | \$263 | |
| 27 - (Q7120VA,Q7024VA or Q7024VD) nhibit transfer to Source 1-Normal-Relay S.P.D.T. (see note 8) | Optional | Optional | Included | included | Included | Included | Optional | \$263 . | |
| k15 - (R15120V, R1524VA or R1524VD) oad shed prov to transfer Source 2-Emergency to dead normal includes Q3 load add relay- Relay S.P.D.T. (see note 8 & note 6) | Optional | Optional | Optional | Optional | Optional | included | Not Avail. | \$580 | |
| R15D -(R15D120,R15D24A or R15D24D) .oad shed prov to transfer Source 2-Emergency to neutral position only on delayed units/(includes Q3 load add relay- Relay S.P.D.T. see note 8) | Optional | Optional | Optional | Optional | Optional | Included | Not Avail. | \$ 638 | |
| R26 - (R260000) Prov for transfer to dead Source 2-Emergency for interruptible power rates-Relay S.P.D.T. (see note 8) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,625 | |
| R260 - (R26D000) Prov for transfer to neutral position(only on delayed units) for interruptible power rates-Relay S.P.D.T. (see note 8) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,855 | |
| T3/W3 - (T3/W3000) Pre-signal contact on transfer to Source 1-Normal or Source 2 - Emerg during test | Optional | Optional | Included | Optional | Included | included | Not Avail. | \$256 | |
| า ตอ - (บทเบ็บบบร) Pre and post transfer output adjustable time range. Functions in both lirections. Includes 2 circuits. For additional circuits you must order | Optional | Optional | Included | Optional | Included | Included | Optional | \$580 | |
| ne A62 option Communication: | | ! | | | | | | | |
| .CM - (ZNL0200) onworks microprocessor communication module | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$755 | |
| ACM - (ZNM0200) Addbus RTU microprocessor communication module | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$755 | |
| CM -SPECIAL ORDER. Ethernet Converter Module (ship loose). Used in conjunction with option MCM - | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$3,220 | |
| VM - (EVM-VP1) nervista Viewpoint Monitoring for Zenith ATS. Permits Plug-&-Play fonitoring for up to 32 Zenith Tranfer Switches. Requires Modbus communications cards on ATS. | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$4,900 | |
| Exercisor: | | | | | | | | | |
| D/P - Programmable exerciser daily, 7-14-28-365 days user- electable, with or without load. (see note 2) | Not Avail. | included | Included | Included | Included | Included | Not Avail. | N/A | |
| DT/P - Exerciser timer, with or without load. | Included | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | N/A | |
| Fround Bus: (see note 5) | | | | | | | | | |
| IB1 - (GB10000) lechanical Lugs (3) #8-1/0 cables - 40-1200A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$525 | |
| IB2 - (GB20000) lechanical Lugs (6) #8-1/0 cables - 40-1200A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$ 640 | |
| B3 -(GB30000) Mechanical Lugs (6) #6-250MCM cables- 600-1200A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$696 | |
| B4 - (GB40000) lechanical Lugs (12) #6-250MCM cables-ATS 600-1200A only, BTS series 40-4000A | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$1,105 | |

| | | | | 902 | | | | | |
|---|-----------------------|-----------------------|-----------------------|---------------------------|--------------------------|------------------------|---------------|---------------------|---|
| Available Option Groups - (default MSTDS group) | MSTDS Standard | MEXES Exercisor | MCONS Controls | MSENS Sensing \$870 | MSPES Spec \$1.675 | MPSGS PSG S2.005 | MAN Manual | List price adder | |
| GB5 - (GB50000) Mechanical Lugs (8) #2-600MCM cables 600-1200A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$755 | |
| GB6 - (GB60000) Mechanical Lugs (12) #2-600MCM cables 600-4000A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$1,450 | |
| GB7 -{GB70000} Mechanical Lugs (24) #2-600MCM cables 600-4000A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$2,090 | |
| GB8 - (GB80000) Mechanical Lugs (36) #2-600MCM cables 600-4000A only | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$2,435 | |
| Heater/Humidistat or Heater/Thermostat: (see note 6) | | | | | | | | | |
| HH1 - (HH208MX or HH240MX) Heater/humidistat 208 or 240 Volt- mounted and inter-wired in transfer switch enclosure | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$948 | |
| MHZ - (HH600MX) Heater/humidistat 380 or 600 Volt- mounted and inter-wired in transfer switch enclosure | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$1,110 | |
| HT1 - (HT120MX, HT208MX, or HT240MX) Heater/thermostat 120, 208 or 240 Volt- mounted and inter-wired in transfer switch enclosure | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$630 | |
| HT2 - (HT480MX or HT60MX0) Heater/thermostat 480 or 600 Volt - mounted and inter-wired in transfer switch enclosure | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$680 | |
| Lights-Indication and Status Features: | | | | | | | | | |
| Cal - Microprocessor activated calibration feature | Included | Included | Included | Included | Included | Included | included | N/A | * |
| CTAPA - (CTAP000) Transfer Alarm Panel - mounted in door of Nema 1 Enclosure.(see note 4) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$76 0 | |
| CTAPB - (CTAP200) Transfer Alarm Panel mounted in door of Nema 3R, 4, or 12 type Enclosures. (see note 4) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,005 | |
| EL/P - Event log of last 16 events | Included | Included | Included | Included | Included | Included | Included | N/A | |
| K/P - Frequency indication (on the controller) | Included | included | Included | Included | Included | Included | Not Avail. | N/A | |
| L1 - LED Source 2 (Emergency) position indication | Included | Included | Included | Included | Included | Included | included | N/A | |
| L2 - LED Source 1 (Normal) position indication | Included | Included | included | Included | included | included | Included | N/A | |
| L3 - LED Source 1 (Normal) source availability indication | Included | included | Included | included | included | Included | Included | N/A | |
| L4 - LED Source 2 (or Emergency) source availability indication | Included | Included | Included | Included | Included | Included | included | N/A | |
| LM - (LM00000) Selector switch (S5 or S12) out of automatic position (pilot light only) | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | N/A | |
| | Included | Included (Delay) | (Dalay Oaks) | Included (Delay) | Included | Included | (Delay Only) | N/A | |
| LN/P - Center-off position / LCD indication on microprocessor N1 - (N000000) Running time indicator - engine running door-mounted (digital counter | (Delay Only) Optional | (Delay Only) Optional | (Delay Only) Optional | (Delay Only) Optional | (Delay Only) Optional | (Delay Only) Optional | Not Avail. | \$500 | |
| is available in controller) N2 - (N200000) Operation counter door-mounted (digital counter is available in | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$443 | |
| controller) | | | | | | | | | |
| Meters: (see note 7) | | | | | | | | | |
| K - (K000000) Frequency meter door mounted | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$523 | |
| M1A - (M104260) Load Side Ammeter - Single Phase - 40-260 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$523 | |
| M1B - (M140120) Load Side Ammeter - Single Phase 400-1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$ 640 | , |
| M1C -(M116200) Load Side Ammeter - Single Phase -1600-2000 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$870 | |
| M1D - (M130400) Load Side Ammeter - Single Phase-3000-4000 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,105 | |
| M2A - (M204260) Load side Ammeter- 3 Phase with Selector Switch-40-260 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$956 | |
| M2B -(M240120) Load side Ammeter- 3 Phase with Selector Switch-400-1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,130 | |
| M2C - (M216200) Load side Ammeter- 3 Phase with Selector Switch-1600-2000 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,510 | |
| M2D - (M230400) Load side Ammeter- 3 Phase with Selector Switch-3000-4000 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$2,260 | |

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|--|-------------------|--------------------|-------------------|---------------------------|--------------------------|-------------------------|---------------|---------------------|-----|
| Available Option Groups - (default MSTDS group) | MSTDS Standard | MEXES Exercisor | MCONS Controls | MSENS Sensing \$870 | MSPES Spec \$1.675 | MPSGS PSG \$2.005 | MAN Manual | List price adder | |
| M90 - EPM2000 True RMS Digital Meter with display (Amps, Volts, Power, Energy, Power Factory & Frequency) 3 Line LED Display, 50/60 Hz Universal Operation, 1 or 3 phase. Standard Modbus RTU RS485 communications capability. | | | 3845 | - | | | | | |
| M90SAS - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$2,145.00 | |
| M90LAS - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$2,530.00 | |
| M90A - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 Power metering & ATS Status using Modbus RS485 Serial Communications. Includes ATS Modbus Communications card & factory wiring of Modbus RS-485 network between EMP2000 & ATS Communications Card | | | | | | | | | |
| M90ASAS - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$3,105.00 | |
| M90ALAS - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$3,490.00 | |
| M90B - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 power metering & ATS status using Ethernet TCP/IP Communications. Includes ATS Modbus Communications card, factory wring of Modbus RS-485 network between EMP2000 & ATS Communications Card & Multillin 'Multinet' Serial-to-Ethernet Adapter for conversion of RS-485 network to Ethernet TCP/IP network. | | | | | | | | | |
| M90BSAS - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$5,995.00 | |
| M90BLAS - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$6,375.00 | |
| M91 - EPM6000 True RMS Digital Meter with display (Amps, Volts, Power, Energy, Power Factory & Frequency, THD). Revenue Class (0.2%) Certified energy & demand meteing. Meets ANSI C12.20 & IEC 687 Accuracy Classes. 3 Line LED Display, front IrDA Port Laptop Connection, 1 or 3 phase. Standard Modbus RTU RS485 or DNP 3.0 communications capability. | | | | | ră | | | | |
| M91SAxxHS (xx = '50' or '60' for Hz) - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$4,530.00 | |
| M91LAxxHS (xx = '50' or '60' for Hz) - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$4,915.00 | |
| M91A - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM6000 Power metering & ATS Status using Modbus RS485 Serial Communications. Includes ATS Modbus Communications card & factory wiring of Modbus RS-485 network between EMP6000 & ATS Communications Card. | | | | | | | | | |
| M91ASAxxHS (xx = '50' or '60' for Hz.) - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$5,495.00 | |
| M91ALAxxHS (xx = '50' or '60' for Hz.) - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$5,875.00 | |
| M91B - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM6000 Power metering & ATS Status using Ethernet TCP/IP Communications. Includes ATS Modbus Communications card, actory wiring of Modbus RS-485 network between EMP6000 & ATS Communications Card & Multilin 'Multinet' Serial-to-Ethernet Adapter or conversion of RS485 network to Ethernet TCP/IP network. | | | | | | | | | |
| M91BSAxxHS (xx = '50' or '60' for Hz.) - 40 - 1200 Amps | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$8,380.00 | |
| M91BLAxxHS (xx = '50' or '60' for Hz.) - 1600 Amps and above | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$8,380.00 | |
| Notor Disconnect Circuits: | | | | | | | | | |
| MB2 (A620000) Antor disconnect & staged restart - 1 contact | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$1,043 | - |
| 1627 - (A621111) Additional contacts for A62 (Individual Timers - up to 10 circuits evallable) | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$303 | |
| Sensing Features: | | | | | | | | | |
| 2E -Adjustable over/under frequency sensor -Source 2 - Emergency | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | - 1 |
| 2N - Adjustable over/under frequency sensor -Source 1-Normal | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| M-1 - (R101000) over voltage sensing-single phase - Source 1-Normal | Optional | Optional | Optional | Included | included | Included | Not Avail. | \$117 | |
| N-3 - (R103000) Over voltage sensing- 3 phase - Source 1-Normal | Optional | Optional | Optional | Included | Included | Included | Not Avail. | \$350 | |
| IZE - (RZE0000) Inder voltage sensing-single-phase - Source 2 - Emergency STD three-phase if U-U application is ordered) | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| 17 - (R700000) Over voltage sensing-single phase - Source 2 - Emergency | Included | Included | Included | Included | included | Included | Not Avail. | N/A | |
| t8 - (R800000) over voltage sensing-3 phase - Source 2 - Emergency | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| 116 - (R160000) hase rotation sensing of Source 1 -Normal & Source 2 -Emergency | Optional | Included | Included | Included | Included | Included | Not Avail. | \$350 | |

| | | | | | | No. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|---|--------------------------|----------------------------|---|
| Available Option Groups - (default MSTDS group) | MSTDS Standard | MEXES Exercisor | MCONS Controls | MSENS Sensing \$670 | MSPES Spec \$1.675 | MPSGS PSG \$2,005 | MAN Manual | List price adder | |
| 117 - (R170000) | Included | Included | Included | Included | Included | Included | Included | N/A | |
| nder voltage sensing 3-phase - Source 2 -Emergency 50 - In Phase Monitor between Source 1-Normal and Source 2- | | | | | | | | | |
| mergency to allow transfer (with enable/disable) | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| 1 - Voltage imbalance between phases (applies to 3-phase only) | Included | Included | included | Included | included | Included | Not Avail. | N/A | |
| witches: | | | | , | , | | | | |
| 8 - (DSLS000) isconnect switch. Disconnects source voltage to transfer power anel on ATS. (STD ZTS 600A and above) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$145 | |
| W1 - (S100000) nree position engine selector switch-Auto/Test/Off | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$338 | |
| W1K - (S1K0000) eyed Three position engine selector switch-Auto/Test/Off | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$435 | |
| W2 - (S200000) sconnect switch in series with accessory E to disconnect engine arting circuit | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$163 | |
| WZK - (SZK0000) ayed Disconnect switch in series with accessory E to disconnect ngine starting circuit | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$269 | |
| W3 - (S300000-U-G, S3U0000-U-U or S3G0000-G-G) rime source selector switch choosing source 1 or source 2 as ormal source. (see note 9) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$980 | |
| W3K -(S3K0000-U-G, S3UK000-U-U or S3GK000-G-G) eyed_Prime source selector switch choosing source 1 or source 2 as primal source. (see note 9) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$1,085 | |
| 5/P - (S5P0000) icroproc activated auto/manual retransfer sel switch for transfering normal source (includes Micro activated YN accessory) (see note 0) | Optional (N/A with S12/P) | Optional (N/A with S12/P) | Optional (N/A with S12/P) | Not Avail. | Included | Not Avail. | Not Avail. | \$490 | |
| 12/P - (S12P000) icropro activated auto/manual retransfer selector switch for ansfering to both source 1 and source 2(includes Micro activated YN YE accessory) (see note 10) | Optional (N/A with S5/P) | Optional (N/A with S5/P) | Optional (N/A with S5/P) | Included | Not Avail. | Included | Not Avail. | \$582 | |
| 13/P - Microprocessor activated Commit/no commit on transfering to nergency source (with enable/disable) | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| I4K - (\$14K000) syed selector switch for re-transfer to Source 1 -Normal - test - auto | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$488 | |
| MS (TMS0000) ransfer Mode Selector (only on Closed Transition) | Optional (Closed Trans only) | Not Avail. | \$246 | |
| P - Microprocessor activated Momentary test switch | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| s (6A00000) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$263 | |
| /P - (6AP0000) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$105 | |
| st Switch - maintained Programmable in microprocessor K - SPECIAL ORDER st Switch (hard-wired) Maintained Auto-Momentary Test | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$203 | |
| ey Operated) ** SPECIAL ORDER st Switch (hard-wired)Maintained Auto- Maintained Test | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$261 | |
| ey Operated) | | | | | | | | | |
| - Time delay from Neutral switch Position to Normal on Retransfer. | Included | Included | Included | Included | Included | Included | Included | N/A | |
| ee note 3). | (Delay Only) Included | (Delay Only) Included | IWA | _ |
| | (Delay Only) | (Delay Only) | N/A | |
| - (P000000) gine start timer P1 (adjustable up to 6 secs) | Included | Included | Included | Included | Included | Included | Optional | Manual Grp adder -\$112 | |
| · (P200000) ine start timer P2 (adjustable up to 300 secs) | Optional | Optional | Optional | Optional | Optional | Optional | Not Avail. | \$670 | |
| Retransfer to normal adjustable time delay | Included | Included | Included | included | Included | Included | Not Avail. | N/A | |
| (U000000) gine stop/cool adjustable cool down timer | Included | Included | Included | Included | Included | Included | Optional | Manual Grp adder -\$112 | |
| | Included | Included | Included | Included | Included | Included | Not Avail. | N/A | |
| Adjustable time delay on transfer to emergency source NP - Sypass transfer under function(son switch in controller) th Manual Grp used to transfer ATS from Norm (source 1) to erg (Source 2) | Included | Included | Included | Included | included | Included | Included | N/A | |
| heri | | | | | | | | | |
| MA 1A - (ZSGASKT) sketed door on NEMA 1 enclosure | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$290 | |
| ckapte see-through cover for NEMA 1, 3R or NEMA 12 croprocessor only (Not avail on NEMA 4 or 4X) | Optional | Optional | Optional | Optional | Optional | Opțional | Optional | \$1,050 | |
| CVR-18S - (OVCR2LS) ckable see-through cover for NEMA 1, 3R or NEMA 12 croprocessor, selector switches and meters (Not NEMA 4 or 4X)- UST BE INCLUDED IF METERS AND NEMA 3R OR NEMA 12 | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$1,400 | |

| Available Option Groups - (default MSTDS group) | MSTDS Standard | MEXES Exercisor | MCONS Controls | MSENS Sensing | MSPES Spec \$1.675 | MPSGS PSG \$2,005 | MAN Manual | List price adder | 9 80 |
|---|-------------------|--------------------|-------------------|------------------|--------------------------|-------------------------|---------------|---------------------|------|
| 885 - (SSS0000) afety Shutter System - Horizontal Bypass Switches ZBTS 600 thru 3000 Amp & ZBTSCT 100-3000 Amp) | Optional | Optional | Optional | Optional | Optional | Optional | Optional | \$3,500 | |
| VA112VD, VA1120V, VA124VA or VA124VD) temote annunciator connections for L1,L2,YN,TS - Relay (see note) | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail | N/A | |
| A2 - SPECIAL ORDER Padlock hasp/chain (padlock supplied by others) | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | Not Avail. | N/A | |

- Notes/Exceptions:

 1) A3, A4, A3DT, A4DT, AB3, AB4 -Additional contacts (up to 10 using limit switches and/or aux relays) available on ZTS and must be specified with order 2) CDT/P-Replaces former "D" or C/D 7 and 365 day

 3) DT-DW- standard on Delayed Transition this option disables the ability to have the R50

 4) CTAP-Includes 3 aux. Contacts and fuse.

 5) Ground Bus Consult factory for special quotation if total # of ground cables exceeds 1/3 total # of cables into switch

 6) Heater Options & R15 Requires larger enclosure on amperages of 40 thru 200 Amp

 8) Q2, Q3, Q7,R15-R15D, R26 -120V default standard need to specify voltage (120VAC, 24VAC, 24VDC)

 9) S3 Consult factory for special quotation on gen-gen systems(requires double P & U timers for proper operation). Not available with option R15.

ZTG Automatic Transfer Switch Open and Delayed Transition Base Pricing

| | · | ZTG | | ZTGD | |
|--------|-------|--------|-----------|--------|------------|
| Amps | Poles | | ransition | | Transition |
| | | Open | Nema 1 | Open | Nema 1 |
| | 2 | 2,380 | 2,720 | 6,304 | 6,643 |
| 40 | 3 | 2,720 | 3,060 | 6,428 | 6,768 |
| | 4 | 3,060 | 3,400 | 7,533 | 7,873 |
| | 2 | 2,465 | 2,805 | 6,304 | 6,643 |
| 80 | 3 | 2,805 | 3,145 | 6,428 | 6,768 |
| | 4 | 3,145 | 3,485 | 7,533 | 7,873 |
| 38/484 | 2 | 2,516 | 2,856 | 6,304 | 6,643 |
| 100 | 3 | 2,856 | 3,196 | 6,428 | 6,768 |
| | 4 | 3,196 | 3,536 | 7,533 | 7,873 |
| -12_5 | 2 | 2,805 | 3,145 | 6,304 | 6,643 |
| 150 | 3 | 3,145 | 3,485 | 6,428 | 6,768 |
| | 4 | 3,485 | 3,825 | 7,533 | 7,873 |
| 10149 | 2 | 2,975 | 3,655 | | 1,101.0 |
| 200 | 3 | 3,315 | 3,995 | | |
| | 4 | 3,655 | 4,335 | | |
| | 2 | 3,145 | 4,250 | 5,652 | 6,757 |
| 225 | 3 | 3,485 | 4,590 | 5,766 | 6,871 |
| | 4 | 3,825 | 4,930 | 6,727 | 7,832 |
| _#50W1 | 2 | 3,485 | 4,590 | 5,680 | 6,786 |
| 260 | 3 | 3,825 | 4,930 | 5,796 | 6,900 |
| | 4 | 4,165 | 5,270 | 7,520 | 8,626 |
| | 2 | 3,995 | 5,100 | 5,901 | 7,005 |
| 400 | 3 | 4,845 | 5,950 | 6,214 | 7,319 |
| 100 | 4 | 5,355 | 6,460 | 8,932 | 10,037 |
| | 2 | 8,670 | 9,945 | 10,173 | 11,448 |
| 600 | 3 | 9,350 | 10,625 | 10,900 | 12,175 |
| | 4 | 10,030 | 11,305 | 14,167 | 15,442 |
| | 2 | 9,775 | 11,050 | 11,062 | 12,337 |
| 800 | 3 | 10,965 | 12,240 | 11,328 | 12,603 |
| | 4 | 11,645 | 12,920 | 16,341 | 17,616 |
| | 2 | 13,175 | 15,215 | 15,190 | 17,230 |
| 1000 | 3 | 14,620 | 16,660 | 15,300 | 17,340 |
| | 4 | 16,065 | 18,105 | 18,791 | 20,831 |
| | 2 | 14,875 | 16,915 | 17,903 | 19,943 |
| 1200 | 3 | 16,320 | 18,360 | 18,975 | 21,015 |
| | 4 | 17,765 | 19,805 | 21,170 | 23,210 |
| | 2 | | 10,000 | 21,110 | 20,210 |
| 1600 | 3 | 21,505 | 27,200 | 19,779 | 25,473 |
| | 4 | 24,055 | 29,750 | 25,158 | 30,853 |
| | 2 | 24,000 | 20,100 | 20,100 | 00,000 |
| 2000 | 3 | 22,185 | 27,880 | 23,631 | 29,326 |
| | 4 | 24,735 | 30,430 | 29,826 | 35,520 |
| *** | 2 | 24,700 | 00,400 | 20,020 | 30,020 |
| 2600 | 3 | 31,705 | 37,400 | 34,824 | 40,518 |
| | 4 | 37,655 | 43,350 | 44,786 | 50,481 |
| | 2 | | | | |
| 3000 | 3 | 34,850 | 41,650 | 37,319 | 44,119 |
| | 4 | 40,800 | 47,600 | 48,304 | 55,104 |

Notes:

- 1) Control Panel includes GE Zenith MX150 Series (A) micro-controller. Standard accessory package included.
- 2) Need to specify source configuration at order. Pricing includes configurable options for Utility-Generator, Utility-Utility, and Manual Operation. Selecting Utility-Utility removes gen & exerciser options. Selecting Manual option changes standard option package to include only (1)A3, (1)A4, L1, L2, L3, L4, YE, & YN. Contact factory for Generator-Generator switching pricing.
- 3) Prices shown for base offering of Open Style or Nema 1, refer to ZTG special enclosures for additional enclosure pricing
- 4) Prices are good for all system operational voltages. Need to specify with order appropriate system voltage.

ZTG Option Pricing Available Option Groups MSTDG MEXEG MAN **List price** (default is MSTDG group) Standard Exercisor Manual adder 50 \$446 \$0 **Optional Accessories & Standard Features** A1 - (A10000G) \$169.00 Optional Optional Optional S.P.D.T.-Source 1-Normal Failure A1E - (A1E000G) Optional Optional Optional \$169.00 S.P.D.T.- Source 2-Emergency Failure **A3** - (A300000) \$72.00 Incl-qty 1 Incl-qty 2 Incl-qty 1 Source 2-Emergency position (note 1) A4 - (A400000) \$72.00 Incl-qty 1 incl-qty 2 Incl-qty 1 Source 1-Normal position (note 1) E - (E000000) Manual Grp Included Included Optional Engine start relay - S.P.D.T. adder - \$112 Q2 - (Q2120VG,Q2024AG,or Q2024DG) Included Included Not Available Not Applicable Peak shave/remote load test/area protection-Relay S.P.D.T. (note 8) T3/W3 -(T3W300G) Optional Optional Not Available \$283.00 Pre-signal contact on transfer to Source 1 (Normal) or Source 2 (Emerg) during UMD - (UMD000S) Ontional Not Available \$645.00 Optional Pre & Post transfer output adjustable time range. Functions in both directions. Includes 2 circuits. For additional circuits order the A62 option Communication: LCM - (ZNET215LG) Optional Optional Not Available \$835.00 Lonworks microprocessor communication module MCM - (ZNET15MG) Optional Optional Optional \$835.00 Modbus RTU microprocessor communication module EVM - (EVM-VP1) Optional \$5,430,00 Ontional Not Available Enervista Viewpoint Monitoring - Permits Plug-&-Play Monitoring for up to 32 Transfer Switches. Requires Modbus Communications cards on ATS. CD/P -Not Available Included Not Available Not Applicable Programmable exerciser daily, 7-14-28-365 days user- selectable, with or without load. (note 2) Included Not Available. Not Available Not Applicable Exerciser timer, with or without load. Ground Bus: (see note 8) GB1 - (GB1000G) Optional Optional Optional \$525 Mechanical Lugs (3) #8-1/0 cables - 40-1200A GB2 - (GB2000G) Optional Optional Optional \$640 Mechanical Lugs (6) #8-1/0 cables - 40-1200A GB3 -(GB3000G) Optional Optional Optional \$696 Mechanical Lugs (6) #6-250MCM cables - 600-1200A GB4 - (GB4000G) Optional Optional Optional \$1,105 Mechanical Lugs (12) #6-250MCM cables - 600-1200A GB5 - (GB5000G) \$755 Optional Optional Optional Mechanical Lugs (8) #2-600MCM cables - 600-1200A GB6 - (GB6000G) Optional Optional Optional \$1,450 Mechanical Lugs (12) #2-600MCM cables - 600-3000A GB7 -(GB7000G) Optional Optional Optional \$2,090 Mechanical Lugs (24) #2-600MCM cables - 1600-3000A

Optional

Optional

Optional

\$2,435

GB8 - (GB8000G)

Mechanical Lugs (36) #2-600MCM cables - 1600-3000A

| ZTG Option | Prici | ng | | | | | |
|--|--------------------------|--------------------------|--------------------------|----------------|-----------|---|-------------|
| Available Option Groups (default is MSTDG group) | Standard | MEXEG Exercisor | MAN Manual | List price | | | |
| Optional Accessories & Standard Features | \$0 | \$446 | \$0 | | | | |
| Heater/Thermostat: (note 5) | | | 1 | | | | |
| HT1 - (HT20MXG, or HT24MXG) Heater/thermostat 120 or 240 Volt- mtd & inter-wired in transfer switch enclosure | Optional | Optional | Optional | \$585.00 | | | |
| HTZ - (HT480MX or HT60MX0) Heater/thermostat 480 or 600 Volt - mtd & inter-wired in transfer switch enclosure | Optional | Optional | Optional | \$775.00 | | | |
| Lights-Indication and Status Features: | | II | | | | | Estat - Aug |
| Cal - | Included | Included | Not Available | Not Applicable | | | |
| Microprocessor activated calibration feature | Included | HICIOGEO | NOL Available | Not Applicable | | | |
| CTAPA - (CTAP00G) Transfer Alarm Panel mounted in door of Nema 1 Enclosure. (note 4) | Optional | Optional | Not Available | \$845.00 | | | |
| CTAPB - (CTAP20G) Transfer Alarm Panel mounted in door of Nema 3R, 4, or 12 Enclosure (note 4) | Optional | Optional | Not Available | \$1,155.00 | | | |
| EL/P - Event log of last 16 events | Included | Included | Included | Not Applicable | | | |
| K/P - Frequency indication (on the controller) | Included | Included | Included | Not Applicable | | | |
| L1 - LED Source 2 (Emergency) position indication | Included | Included | included | Not Applicable | 20.700.00 | | |
| L2 - ED Source 1 (Normal) position indication | Included | Included | Included | Not Applicable | | | |
| L3 - .ED Source 1 (Normal) source availability indication | Included | Included | Included | Not Applicable | | | |
| L4 - LED Source 2 (Emergency) source availability indication | Included | Included | Included | Not Applicable | | < | |
| LN/P - Center-off position / LCD indication on microprocessor | Included (Delay only) | Included (Delay Only) | included (Delay Only) | Not Applicable | | | |
| Meters: (see note 6) | | | | | | | |
| M90 - EPM2000 True RMS Digital Meter with display (Amps, Volts, Power, Energy, Power Factory & Frequency) 3 Line LED Display, 50/60 Hz Universal Operation, 1 or 3 phase. Standard Modbus RTU RS485 communications capability. | | | | | | | |
| 40 - 1200 Amps (M90SAG) | Optional | Optional | Not Available | \$2,145.00 | | | |
| 1600 Amps and above (M90LAG) | Optional | Optional | Not Available | \$2,530.00 | | | |
| M90A - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 Power metering & ATS Status using Modbus RS485 Serial Communications. Includes ATS Modbus Communications card & factory wiring of Modbus RS-485 Inetwork between EMP2000 & ATS Communications Card | | | | | | | |
| 40 - 1200 Amps (M90ASAG) | Optional | Optional | Not Available | \$3,105.00 | | | |
| 1600Amps and above (M90ALAG) | Optional | Optional | Not Available | \$3,490.00 | | | |
| W90B - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 power metering & ATS status using Ethernet TCP/IP Communications. Includes ATS Modbus Communications card, factory wiring of Modbus RS-485 network between EMP2000 & ATS Communications Card & Multilin 'Multinet' Serial-to-Ethernet Adapter for conversion of RS485 network to Ethernet TCP/IP network. | | | | | | | |
| 40 - 1200 Amps (M90BSAG) | Optional | Optional | Not Available | \$5,995.00 | | | |
| 1600Amps and above (M90BLAG) | Optional | Optional | Not Available | \$6,375.00 | | | |

| MEXEG Exercisor \$446 Optional | MAN Manual \$0 | List price adder | | | |
|---------------------------------|--|--|--|--|--|
| Optional | | | | | |
| | Not Available | | | | |
| | Not Available | | | | |
| Optional | | \$4,530.00 | | | |
| | Not Available | \$4,915.00 | | | |
| | | | | | |
| Optional | Not Available | \$5,495.00 | | | |
| Optional | Not Available | \$5,875.00 | | | |
| | | | | | |
| Optional | Not Available | \$8,380.00 | | | |
| Optional | Not Available | \$8,380.00 | - | | |
| | | | | | |
| Optional | Not Available | \$1,155.00 | | | |
| Optional | Not Available | \$335.00 | | | 0 |
| | | | | | |
| included | Not Available | Not Applicable | 5 300 | | |
| Included | Included | Not Applicable | <i>s</i> | | |
| Included | Included | Not Applicable | | | |
| Included | Not Available | Not Applicable | | | |
| | | | | | |
| 1 | | | | | |
| Optional | Not Available | \$257.00 | | | |
| Included | Not Available | Not Applicable | | | |
| Included | Not Available | Not Applicable | | | × |
| Optional | Not Available | \$193.00 | | | |
| Optional | Not Available | \$116.00 | | | |
| | Optional Optional Optional Optional Optional Optional Included Included Included Included Included Included Optional | Optional Not Available Included Included Included Included Included Not Available | Optional Not Available \$5,495.00 Optional Not Available \$5,875.00 Optional Not Available \$8,380.00 Optional Not Available \$8,380.00 Optional Not Available \$1,155.00 Optional Not Available \$335.00 Included Not Available Not Applicable Included Included Not Applicable Included Not Available Not Applicable Not Available Not Applicable Included Not Available Not Applicable Not Available Not Applicable Included Not Available Not Applicable Included Not Available Not Applicable Not Available Not Applicable Included Not Available Not Applicable S193.00 | Optional Not Available \$5,495.00 Optional Not Available \$5,875.00 Optional Not Available \$8,380.00 Optional Not Available \$8,380.00 Optional Not Available \$1,155.00 Optional Not Available \$335.00 Included Not Available Not Applicable Included Included Not Applicable Included Not Available Not Applicable Not Available Not Applicable Included Not Available Not Applicable S193.00 | Optional Not Available \$5,495.00 Optional Not Available \$5,875.00 Optional Not Available \$8,380.00 Optional Not Available \$1,155.00 Optional Not Available \$335.00 Included Not Available Not Applicable Included Included Not Applicable Included Not Available Not Applicable Not Applicable Included Not Available Not Applicable Not Applicable Not Available Not Applicable Included Not Available Not Applicable Not Applicable Included Not Available Not Applicable Not Applicable Included Not Available Not Applicable Not Applicable Not Applicable Not Available Not Available Not Applicable Not Available Not Available Not Applicable Not Available \$193.00 |

| ZTG | Option | Pricing |
|-----|---------------|----------------|
| | | |

| Standard | MEXEG Exercisor | MAN Manual | List price | | | | |
|--------------------------|---|---|---|--|---|--|--|
| \$0 | \$446 | \$0 | audei | | | | |
| | | | | | | | |
| Included (Delay only) | included (Delay Only) | Included (Delay Only) | Not Applicable | | | | |
| Included (Delay only) | Included (Delay Only) | Included (Delay Only) | Not Applicable | | | | |
| Included | Included | Optional | Manual Grp adder - \$112 | | | | |
| Included | Included | Not Available | Not Applicable | | | | |
| Included | Included | Optional | Manual Grp adder - \$112 | | | | |
| Included | Included | Not Available | Not Applicable | | | | |
| Included | included | Included | Not Applicable | = | | | |
| | | | | | | | |
| Optional | Optional | Optional | \$322.00 | | | | |
| Optional | Optional | Optional | \$716.00 | | | | |
| Optional | Optional | Optional | \$1,540.00 | | | | |
| | Included (Delay only) Included (Delay only) Included | Included (Delay only) Included (Delay only) Included (Delay only) Included (Delay Only) Included | Standard \$0 Included (Delay only) Included Included (Delay Only) Included Included Optional Included Included Optional Included Included Not Available Included Included Included Included Included Optional Included Included Included Included Included Optional Included Included Optional Optional Optional Optional Optional Optional Optional | Included (Delay Only) Manual Grp adder - \$112 | Standard \$0 Exercisor \$446 S0 Elist price adder | Standard \$0 Standard \$0 S | |

- 1) A3, A4 maximum quantity 4
- 2) CDT/P-Replaces former "D" or C/D 7 and 365 day
- 3) DT-DW Delayed Transition disables the ability to have the R50
- 4) CTAP-Includes 3 aux. Contacts and fuse.
- 5) Heater Options Requires larger enclosure 40-200A
- 6) M90 meters (Need to specify with order open delta or wye type voltage connection) Nema 1 only include OCVR option for outdoor environment
 7) Q2 -120V default standard - need to specify voltage (120VAC, 24VAC, 24VDC)
- 8) Ground Bus Consult factory for special quotation if total # of ground cables exceeds 1/3 total # of cables into switch

ZTGSE Service Entrance Transfer Switch

Open & Delayed Transition Base Pricing

| | Open & Delayeu Trails | | ZTGSE | ZTGDSE |
|------------|-----------------------|---------------------------------------|-----------------|--------------------|
| Amperage | Poles | Main Breaker | Open Transition | Delayed Transition |
| Miliperage | roles | (note 7) | Nema 1 | Nema 1 |
| | 2 | | 9,948 | 14,119 |
| 40 | 3 | 60AF/40AT | 10,671 | 14,326 |
| 40 | 4 | - 000174001 | 11,738 | 15,759 |
| | 2 | | 9,948 | 14,119 |
| 80 | 3 | 100AF/80AT | 10,671 | 14,326 |
| - 60 | 4 | - TOUAL TOUAL | 11,738 | 15,759 |
| | 2 | | 9,948 | 14,119 |
| 100 | 3 | 250AF/100AT | 11 | |
| 100 | 4 | | 10,671 | 14,326 |
| | 2 | - | 11,738 | 15,759 |
| 150 | | 250AE/150AT | 9,948 | 14,119 |
| 150 | 3 | 250AF/150AT | 10,671 | 14,326 |
| | 4 | | 11,738 | 15,759 |
| 200 | 2 | 05045/00047 | 9,948 | |
| 200 | 3 | 250AF/200AT | 2,790 | |
| | 4 | | 11,738 | |
| 205 | 2 | | 10,798 | 14,757 |
| 225 | 3 | 400AF/225AT | 11,130 | 15,354 |
| | . 4 | | 12,243 | 16,889 |
| | 2 | | 11,005 | 14,757 |
| 260 | 3 | 400AF/250AT | 11,598 | 15,354 |
| | 4 | | 12,758 | 16,889 |
| | 2 | | 12,268 | 16,336 |
| 400 | 3 | 600AF/400AT | 13,028 | 16,856 |
| | 4 | | 14,331 | 18,542 |
| | 2 | | 17,045 | 20,263 |
| 600 | 3 | 800AF/600AT | 17,446 | 20,550 |
| | 4 | | 19,213 | 22,605 |
| | 2 | W W W W W W W W W W W W W W W W W W W | 21,635 | 25,277 |
| 800 | 3 | 1200AF/800AT | 22,432 | 25,508 |
| | 4 | | 24,675 | 28,058 |
| | | | | V . |
| 1000 | 3 | 400045/400045 | 38,554 | 42,170 |
| | 4 | 1000AF/1000AT | 42,410 | 46,387 |
| | | | | |
| 1200 | 3 | 1200AF/1200AT | 41,406 | 44,556 |
| , | 4 | 1200AI / 1200AI | 45,557 | 49,011 |
| | | | | |
| 1600 | 3 | 1600AF/1600AT | 55,055 | 59,375 |
| | 4 | 1000AF/1000A1 | 60,560 | 65,313 |
| | | | | |
| 2000 | 3 | 2500AF/2000AT | 58,066 | 62,841 |
| | 4 | 2000AF/2000AT | 63,872 | 69,125 |
| | | | | |
| 2600 | 3 | 3000AF/2600AT | 89,351 | 94,974 |
| | 4 | | 98,286 | 104,471 |
| | | | | |
| 3000 | 3 | 3000AF/2600AT | 92,746 | 98,589 |
| | 4 | 0000 | 102,020 | 108,448 |

Notes

¹⁾ Control Panel includes GE Zenith MX150 Series (A) micro-controller. Standard accessory package included.

²⁾ Need to specify source configuration at order. Pricing includes configurable options for Utility-Generator and Manual Operation. Selections

Manual option changes standard option package to include only (1)A3, (1)A4, L1, L2, L3, L4, YE, & YN.

- 3) See Product Bulletin PB-1301 for UL 1008 Withstand and Close Ratings (WCR).
- 4) Prices shown for base offering of Nema 1-(open style not available) refer to ZTG special enclosures for additional enclosure pricing
- 5) Prices are good for all system operational voltages. Need to specify with order appropriate system voltage.
- 6) Reference ZTG options pricing for additional accessories available.
- 7) A 4 Pole ZTGSE will be supplied with the specified 3 pole breaker and 4 pole contactor configuration.

ZTGSE Option Pricing

| | MEXEG Exercisor | MAN Manual | List price adder |
|--------------|---|--|---|
| \$0 | \$446 | \$0 | |
| | | 11 | |
| Optional | Optional | Optional | \$179.00 |
| Optional | Optional | Optional | \$179.00 |
| Incl - Qty 1 | Incl - Qty 2 | Incl - Qty 1 | \$76.00 |
| Incl - Qty 1 | Incl - Qty 2 | Incl - Qty 1 | \$76.00 |
| Optional | Optional | Optional | \$506.00 |
| Included | Included | Optional | Manual Grp Adde |
| Included | included | Not Available | Not Applicable |
| Optional | Optional | Optional | \$292.00 |
| | | | |
| Optional | Optional | Optional | \$660.00 |
| | | | |
| Optional | Optional | Optional | \$858.00 |
| Optional | Optional | Optional | \$858.00 |
| Optional | Optional | Optional | \$5,800.00 |
| | | 1 | |
| Not Avail. | Included | Not Available | Not Applicable |
| Included | Not Avail. | Not Available | Not Applicable |
| | | | |
| | | | |
| Optional | Optional | Optional | \$1,410.00 |
| | | | |
| Included | Included | Not Available | Not Applicable |
| Optional | Optional | Not Available | \$865.00 |
| Optional | Optional | Not Available | \$1,190.00 |
| Included | Included | included | Not Applicable |
| Included | Included | included | Not Applicable |
| Included | Included | included | Not Applicable |
| Included | Included | included | Not Applicable |
| Included | Included | included | Not Applicable |
| Included | Included | included | Not Applicable |
| moladoa | | | |
| | Optional Optional Incl - Qty 1 Incl - Qty 1 Optional Included Included Optional Optional Optional Optional Included Optional Included Included Included Included Included | Optional Optional Optional Included Included Included Included Included Included Optional Included Inc | Optional Optional Optional Optional Incl - Qty 1 Incl - Qty 2 Incl - Qty 1 Optional Optional Optional Included Included Included Optional Included |

| Available Option Groups (default is MSTDG group) | Standard | MEXEG Exercisor | MAN Manual | List price |
|--|----------|--------------------|---------------|----------------|
| Optional Accessories: | \$0 | \$446 | \$0 | auder |
| Meters: (see note 6) | | | | |
| Power Factory and Frequency). 3 Line LED Display. 50/60 Hz Universal Operation. 1 or 3 phase. Standard Modbus RTU RS485 communications capability. | | | , | |
| 40 - 1200 Amps (M90SASE) | Optional | Optional | Optional | \$2,290.00 |
| 1600 Amps and above (M90LASE) | Optional | Optional | Optional | \$2,700.00 |
| M90A - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 Power metering & ATS Status using Modbus RS485 Serial Communications. Includes ATS Modbus Communications card & factory wiring of Modbus RS-485 network between EMP2000 & ATS Communications Card | | | | |
| 40 - 1200 Amps (M90ASASE) | Optional | Optional | Optional | \$3,320.00 |
| 1600Amps and above (M90ALASE) | Optional | Optional | Optional | \$3,735.00 |
| M90B - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM2000 Power metering & ATS Status using Ethernet TCP/IP Communications. Includes ATS Modbus Communications card, factory wiring of Modbus RS-485 network between EMP2000 & ATS Communications Card & Multilin 'Multinet' Serial-to-Ethernet Adapter for conversion of RS485 network to Ethernet TCP/IP network. | | | | |
| 40 - 1200 Amps (M90BSASE) | Optional | Optional | Optional | \$6,405.00 |
| 1600Amps and above (M90BLASE) | Optional | Optional | Optional | \$6,820.00 |
| M91 - EPM6000 True RMS Digital Meter with display (Amps, Volts, Power, Energy, Power Factory and Frequency, THD). Revenue Class (0.2%) Certified energy & demand meteing. Meets ANSI C12.20 and IEC 687 Accuracy Classes. 3 Line LED Display, Front IrDA Port Laptop Connection, 1 or 3 phase. Standard Modbus RTU RS485 or DNP 3.0 communications capability. | | | | |
| 40 - 1200 Amps (M91SAxxHSE (xx = '50' or '60' for Hz.)) | Optional | Optional | Optional | \$4,840.00 |
| 1600 Amps and above (M91LAxxHSE (xx = '50' or '60' for Hz.)) M91A - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM6000 Power metering & ATS Status using Modbus RS485 Serial Communications. Includes ATS Modbus Communications card & factory wiring of Modbus RS-485 network between EMP6000 & ATS Communications Card. | Optional | Optional | Optional | \$5,255.00 |
| 40 - 1200 Amps (M91ASAxxHSE (xx = '50' or '60' for Hz.)) | Optional | Optional | Optional | \$5,870.00 |
| 1600 Amps and above (M91ALAxxHSE (xx = '50' or '60' for Hz.)) | Optional | Optional | Optional | \$6,280.00 |
| M91B - Adds Pre-Wiring for Enervista Viewpoint Monitoring of EPM6000 Power metering & ATS Status using Ethernet TCP/IP Communications. Includes ATS Modbus Communications card, factory wiring of Modbus RS-485 network between EMP6000 & ATS Communications Card & Multilin 'Multinet' Serial-to-Ethernet Adapter for conversion of RS485 network to Ethernet TCP/IP network. | | | | |
| 40 - 1200 Amps (M91BSAxxHSE (xx = '50' or '60' for Hz.)) | Optional | Optional | Optional | \$8,960.00 |
| 1600 Amps and above (M91BLAxxHSE (xx = '50' or '60' for Hz.)) | Optional | Optional | Optional | \$9,370.00 |
| Motor Disconnect Circuits: | | | | |
| A62 - (A6200SE) Motor disconnect & staged restart - 1 contact | Optional | Optional | Optional | \$1,190.00 |
| A62T - (A62T0SE) Extra contacts for A62 (Individual Timers - 2 circuits available ZTGSE up to 2 circuits) | Optional | Optional | Optional | \$345.00 |
| Sensing Features: | | 0 | | |
| J1E - Adjustable under frequency sensor Source 2-Emerg | Included | Included | Not Available | Not Applicable |
| R2E - Under voltage sensing-single-phase Source 2-Emergency | Included | Included | Included | Not Applicable |
| R50 - In Phase Monitor between Source 1-Normal and Source 2-Emergency to allow transfer (with enable/disable) | Included | Included | Included | Not Applicable |
| VI - Voltage imbalance between phases (applies to 3-phase only) | Included | Included | Not Available | Not Applicable |

| Available Option Groups (default is MSTDG group) | Standard | MEXEG Exercisor | MAN Manual | List price |
|--|--|--|--|----------------|
| Optional Accessories: | \$0 | \$446 | \$0 | adder |
| Switches: | | | | |
| Disconnects source voltage to power panel on ATS. | Included | Included | Included | Not Applicable |
| S13/P - Microprocessor activated Commit/no commit on transfer to Source 2 (Emerg) (with enable/disable) | Included | Included | Not Available | Not Applicable |
| 6/P - Microprocessor activated Momentary test switch | Included | Included | Not Available | Not Applicable |
| 6A - (6A000SE) Test Switch hard-wired - maintained | Optional | Optional | Not Available | \$298.00 |
| 6A/P - (6AP00SE) Test Switch - maintained Programmable in microprocessor | Optional | Optional | Not Available | \$119.00 |
| Time Delays: | | | The state of the s | |
| DT - Time Delay from Neutral Position to Source 1 (Normal) on Retransfer. (note 3). | Included (Delay Only) | included (Delay Only) | Included (Delay Only) | Not Applicable |
| DW - Time Delay from Neutral Position to Source 2 (Emerg) on Retransfer. (note 3) | Included (Delay Only) | Included (Delay Only) | Included (Delay Only) | Not Applicable |
| P1 - (P100000) Engine start timer P1 (adjustable up to 6 sec) | Included | Included | Optional | Not Applicable |
| T - Adjustable time delay on Re-transfer to Source 1 (Normal) | Included | Included | Not Available | Not Applicable |
| U - (U00000G) Engine stop/cool adjustable cool down timer | Included | included | Optional | Not Applicable |
| ₩ - Adjustable time delay on transfer to Source 2 (Emerg) | Included | Included | Not Available | Not Applicable |
| YEN/P - Bypass transfer timer function (soft switch in controller) when Manual Package selected functions as switch to enable transfer from Source 1 (Normal) and Source 2 (Emerg) | Included | Included | Included | Not Applicable |
| SPD Surge Supperssor: (see note 8) | | | | |
| TVS\$N - (TVSSNSE) Surge Supressor Utility, 100KA per mode | Optional | Optional | Optional | \$7,905.00 |
| TVSSE - (TVSSESE) Surge Supressor Emergency, 100KA per mode | Optional | Optional | Optional | \$7,905.00 |
| TVSSL - (TVSSLSE) Surge Supressor Load , 100KA per mode | Optional | Optional | Optional | \$7,905.00 |
| Other: | | | | |
| BC12 - (BC12VSE) Battery Charger, 12 Volt 3 Amp installed | Optional | Optional | Optional | \$625.00 |
| BC24 - (BC24VSE) Battery Charger, 24 Volt 3 Amp installed | Optional | Optional | Optional | \$955.00 |
| GFP - (GFP00SE) Ground Fault Protection, 225A - 800A only. Includes electronic trip unit: Long time, short time and instantaneous trip | Included 1000-3000A Optional all other | included 1000-3000A Optional all other | Included 1000-3000A Optional all other | \$5,665.00 |
| NEMA 1A - (ZSGASKT) Gasketed door on NEMA 1 enclosure | Optional | Optional | Optional | \$345.00 |
| OCVR-1SG - (OVCR1SS) Lockable see-through cover for NEMA 1, 3R, or 12 Microprocessor only (Not available with NEMA 4 or 4X) | Optional | Optional | Optional | \$1,235.00 |
| DCVR-1SS - (OVCR2LS) Lockable see-through cover for NEMA 1, 3R, or 12 Microprocessor, selector switches and meters (Not available with NEMA 4 or 4X) MUST BE INCLUDED IF METERS AND NEMA 3R OR NEMA 12 | Optional | Optional | Optional | \$1,645.00 |
| | Included Nema 3R 800A and below Optional all other | Included Nema 3R 800A and below Optional all other | Included Nema 3R 800A and below Optional all other | \$1,730.00 |

Notes/Exceptions:

- 1) A3, A4 maximum quantity 4
 2) CDT/P-Replaces former "D" or C/D 7 and 365 day
 3) DT-DW-Delayed Transition disables the ability to have the R50
 4) CTAP-Includes 3 aux. Contacts and fuse.

- 5) Heater Options Requires larger enclosure 40-200A
 6) M90 meters (Need to specify with order open delta or wye type voltage connection/TGSE Option Pricing

| Available Option Groups | THE RESERVE THE PARTY OF THE PA | MEXEG | MAN | List price |
|--------------------------|--|-----------|--------|------------|
| (default is MSTDG group) | | Exercisor | Manual | adder |
| Optional Accessories: | \$0 | \$446 | \$0 | dauci |

7) Q2 -120V default standard - need to specify voltage (120VAC, 24VAC, 24VDC)
3) TVSS Surge Supression maximum quantity two

ZTG - ZTS Special Enclosure Pricing

| | | List Price Ac | dders to NEMA 1 | Switch Price | | |
|---|---------------------------|---------------|----------------------------|-----------------------|---|------------------------------|
| | | ZTS - | Open Tran | sition | 1, 10 | |
| | | | Delayed Tr | | | |
| Product | Amperage | Poles | Nema 3R Water Resistant | Nema 4 Water Tight | Nema 4X Water Tight & Corrosion Resistant | Nema 12 Drip & Dust Tight |
| ZTS only | 40-150 | 2-4 | \$200 | \$240 | \$1,500 | \$220 |
| | 225/260/400 | 2-4 | \$500 | \$600 | \$5,000 | |
| ZTSD only | 40-400 | 2-4 | \$500 | \$600 | \$5,000 | |
| | 600 | 2,3,4 | \$750 | \$900 | \$8,500 | |
| | 800-1200 | 2,3,4 | \$750 | \$900 | \$8,500 | |
| ZTS or ZTSD | 1600-2000 | 3,4 | \$3,000 | \$3,600 | \$24,000 | |
| | 3000 | 3,4 | | Not Available | Not Available | Not Available |
| | 4000 | 3,4 | \$6,000 | Not Available | Not Available | Not Available |
| | ZTSCT - Closed Transition | | | | | |
| Product | Amperage | Poles | Nema 3R Water Resistant | Nema 4 Water Tight | Nema 4X Water Tight & Corrosion Resistant | Nema 12 Drip & Dust Tight |
| | 100-400 | 3,4 | \$500 | \$600 | \$5,000 | \$550 |
| | 600 | 3,4 | \$750 | \$900 | \$8,500 | \$825 |
| ZTSCT | 800-1200 | 3,4 | \$750 | \$900 | \$8,500 | \$825 |
| 21301 | 1600-2000 | 3,4 | \$4,000 | \$4,800 | \$24,000 | \$4,400 |
| | 3000 | 3,4 | \$4,000 | Not Available | Not Available | Not Available |
| | 4000 | 3,4 | \$6,000 | Not Available | Not Available | Not Available |
| | | ZTG - | Open Tran | sition | | |
| | | | Delayed Tr | | | |
| Product | Amperage | Poles | Nema 3R Water Resistant | Nema 4 Water Tight | Nema 4X Water Tight & Corrosion Resistant | Nema 12 Drip & Dust Tight |
| ZTG only | 40-225 | 2-4 | \$200 | \$240 | \$1,500 | \$220 |
| 210 omy | 260-400 | 2-4 | \$500 | \$600 | \$5,000 | \$550 |
| ZTGD only | 40-400 | 2-4 | \$500 | \$600 | \$5,000 | \$550 |
| ZTG | 600-1200 | 2,3,4 | \$750 | \$900 | \$8,500 | \$825 |
| or | 1600-2000 | 3,4 | \$3,000 | \$3,600 | \$24,000 | \$3,300 |
| ZTGD | 2600-3000 | 3-4 | \$3,000 | Not Available | Not Available | Not Available |
| ZTGSE - Service Entrance Open Transition ZTGDSE - Service Entrance Delayed Transition | | | | | | |
| Product | Amperage | Poles | Nema 3R Water Resistant | Nema 4 Water Tight | Nema 4X Water Tight & Corrosion Resistant | Nema 12 Drip & Dust Tight |
| ZTGSE | 40 - 400 | 2-4 | \$500 | Not Available | Not Available | Not Available |
| or | 600-800 | 2-4 | \$2,400 | Not Available | Not Available | Not Available |
| ZTGDSE | 1000-3000 | 2-4 | \$3,600 | Not Available | Not Available | Not Available |

| L.J. Power P | ricing (| Texas) | | | | | | | | |
|-------------------|----------|----------|-----|-----------|--------------------|------------|------|----------|------|----------|
| | Daily Co | ost | Wee | kly Cost | Moi | nthly Cost | Deli | very | Pick | up |
| Standby Rates | | | | | | | | | | |
| 100 kW | \$ | 1,025.00 | \$ | 2,400.00 | \$ | 7,125.00 | \$ | 750.00 | \$ | 750.00 |
| 150 kW N/A | \$ | 1,125.00 | \$ | 2,625.00 | \$ | 7,875.00 | \$ | 750.00 | \$ | 750.00 |
| 175 kW | \$ | 1,187.50 | \$ | 3,150.00 | \$ | 9,450.00 | \$ | 750.00 | \$ | 750.00 |
| 250 kW | \$ | 1,400.00 | \$ | 3,575.00 | \$ | 10,725.00 | \$ | 750.00 | \$ | 750.00 |
| 320 kW | \$ | 1,675.00 | \$ | 4,050.00 | \$ | 12,125.00 | \$ | 750.00 | \$ | 750.00 |
| 500 kW *** | \$ | 3,325.00 | \$ | 8,062.50 | \$ | 24,187.50 | \$ | 1,375.00 | \$ | 1,375.00 |
| 750 kW | \$ | 4,250.00 | \$ | 10,275.00 | \$ | 30,825.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1000 kW *** | \$ | 5,075.00 | \$ | 12,675.00 | \$ | 38,000.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1500 kW *** | \$ | 6,250.00 | \$ | 18,325.00 | \$ | 55,000.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| 2000 kW | \$ | 7,000.00 | \$ | 21,000.00 | \$ | 63,000.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| Single Shift Rate | S | | | | | | | | | |
| 100 kW | \$ | 1,237.50 | \$ | 2,925.00 | \$ | 8,625.00 | \$ | 750.00 | \$ | 750.00 |
| 150 kW N/A | \$ | 1,375.00 | \$ | 3,250.00 | \$ | 9,750.00 | \$ | 750.00 | \$ | 750.00 |
| 175 kW | \$ | 1,437.50 | \$ | 3,825.00 | \$ | 11,475.00 | \$ | 750.00 | \$ | 750.00 |
| 250 kW | \$ | 1,700.00 | \$ | 4,375.00 | \$ | 12,625.00 | \$ | 750.00 | \$ | 750.00 |
| 320 kW | \$ | 2,025.00 | \$ | 4,912.50 | \$ | 14,750.00 | \$ | 750.00 | \$ | 750.00 |
| 500 kW *** | \$ | 4,037.50 | \$ | 9,787.50 | \$ | 29,375.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 750 kW | \$ | 5,250.00 | \$ | 12,500.00 | \$ | 37,500.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1000 kW *** | \$ | 6,162.50 | \$ | 15,375.00 | \$ | 46,125.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1500 kW *** | \$ | 7,625.00 | \$ | 22,250.00 | \$ | 66,750.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| 2000 kW | | 8,500.00 | \$ | 25,500.00 | \$ | 76,500.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| Double Shift Rat | es | | | | THE REAL PROPERTY. | | | | | |
| 100 kW | \$ | 1,850.00 | \$ | 4,375.00 | \$ | 13,125.00 | \$ | 750.00 | \$ | 750.00 |
| 150 kW N/A | \$ | 2,062.50 | \$ | 4,875.00 | \$ | 14,625.00 | \$ | 750.00 | \$ | 750.00 |
| 175 kW | \$ | 2,162.50 | \$ | 5,725.00 | \$ | 16,925.00 | \$ | 750.00 | \$ | 750.00 |

| 250 kW | \$ 2,550.00 | \$ | 6,525.00 | \$ | 18,950.00 | \$ | 750.00 | \$ | 750.00 |
|-------------------|-----------------|----|-----------|----|------------|----|----------|----|----------|
| 320 kW | \$ 3,037.50 | \$ | 7,375.00 | \$ | 22,100.00 | \$ | 750.00 | \$ | 750.00 |
| 500 kW *** | \$ 6,050.00 | \$ | 14,700.00 | \$ | 44,025.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 750 kW | \$ 7,875.00 | \$ | 18,700.00 | \$ | 56,100.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1000 kW *** | \$ 9,250.00 | \$ | 23,250.00 | \$ | 69,750.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1500 kW *** | \$ 11,400.00 | \$ | 33,375.00 | \$ | 10,125.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| 2000 kW | \$ 12,750.00 | \$ | 38,250.00 | \$ | 114,750.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| Triple Shift Rate | 12,750.00 | Ÿ | 30,230.00 | Ÿ | 114,730.00 | Ÿ | 3,373.00 | Ÿ | 3,373.00 |
| 100 kW | \$ 2,475.00 | \$ | 7,800.00 | \$ | 23,400.00 | \$ | 750.00 | \$ | 750.00 |
| 150 kW N/A | \$ 2,750.00 | \$ | 8,000.00 | \$ | 24,000.00 | \$ | 750.00 | \$ | 750.00 |
| 175 kW | \$ 2,875.00 | \$ | 8,625.00 | \$ | 24,750.00 | \$ | 750.00 | \$ | 750.00 |
| 250 kW | \$ 3,400.00 | \$ | 11,675.00 | \$ | 31,250.00 | \$ | 750.00 | \$ | 750.00 |
| 320 kW | \$ 4,050.00 | \$ | 13,100.00 | \$ | 39,300.00 | \$ | 750.00 | \$ | 750.00 |
| 500 kW *** | \$ 8,062.50 | \$ | 19,575.00 | \$ | 58,750.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 750 kW | \$ 10,500.00 | \$ | 24,950.00 | \$ | 74,800.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1000 kW *** | \$ 12,325.00 | \$ | 30,775.00 | \$ | 92,300.00 | \$ | 1,375.00 | \$ | 1,375.00 |
| 1500 kW *** | \$ 15,187.50 | \$ | 59,375.00 | \$ | 133,500.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| 2000 kW | \$ 17,000.00 | \$ | 68,000.00 | \$ | 153,000.00 | \$ | 3,375.00 | \$ | 3,375.00 |
| Cable Rates | | | | | | | | | |
| 4/0 - 50' Cable | \$ 20.00 | \$ | 50.00 | \$ | 135.00 | | | | |
| Male Pigtails | \$ 14.00 | \$ | 34.00 | \$ | 88.00 | | | | |
| Female Pigtails | \$ 14.00 | \$ | 34.00 | \$ | 88.00 | | | | |

Notes:

- 1. Standby Rates include allowances of 8 Hours Runtime per Week.
- 2. Single Shift Rates are between 1-8 Hours Runtime per Day.
- 3. Double Shift Rates are between 9-16 Hours Runtime per Day.
- 4. Triple Shift Rates are between 17-24 Hours Runtime per Day.

SOLICITATION NUMBER: JRD0030 PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified. If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract? No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Yes Bid/Proposal in a sealed envelope. After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. L.J. Power, Inc. **Company Name** Larry Davis / President Name and Title of Authorized Representative (Print or Type) 7/12/16 Date Signature

| Minority- and Women-Owned (Please duplicate as needed) | Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan | | | | | |
|--|--|--|--|--|--|--|
| SOLICITATION NUMBER: JRI | D0030 | | | | | |
| PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | | | | |
| PRIME | CONTRACTOR / CONSULTANT COMPANY INFORMATION | | | | | |
| Name of Contractor/Consultant | L.J. Power, Inc. | | | | | |
| Address | 9301 Hwy 290 West # 100 | | | | | |
| City, State Zip | Austin, Tx. 78736 | | | | | |
| Phone Number | 737-703-5000 Fax Number 737-703-5100 | | | | | |
| Name of Contact Person | Larry Davis | | | | | |
| Is Company City certified? | Yes No 🗷 MBE WBE MBE/WBE Joint Venture | | | | | |
| Austin. Larry Davis / President Name and Title of Authorized Re | epresentative (Print or Type) 7/12/16 | | | | | |
| Signature | Date | | | | | |
| Sub-Contractor / Sub-Consultan | | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | Disability | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | | | | | | |
| Sub-Contractor / Sub-Consultan | t | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | п | | | | | |
| FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY: | | | | | | |
| Having reviewed this plan, I ackr 9A/B/C/D, as amended. | nowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2- | | | | | |
| Reviewing Counselor | Date 7/15/16 Director/Deputy Director | | | | | |

| SOLICITATION NUMBER: | JRD0030 | | | | | |
|--|--|---------------------------------|--|--|--|--|
| PROJECT NAME: | GENERATOR INSPECTION, MAINTENANCE, AND | D REPAIR SERVICES | | | | |
| _ | rmined that no goals are appropriate for this proj r/Proposer is required to comply with the City's MB | | | | | |
| If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. | | | | | | |
| Will subcontractors or sub- | consultants or suppliers be used to perform port | ions of this Contract? | | | | |
| No If no, please si | gn the No Goals Form and submit it with your Bio | I/Proposal in a sealed envelope | | | | |
| Faith Efforts. C | If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope. | | | | | |
| Faith Efforts and the No Go | After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. | | | | | |
| I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. | | | | | | |
| Wavkesha Pearce | Industries | | | | | |
| Company Name | ,,, | | | | | |
| JEFF MECHER (| Groduct Support Sales REP) | | | | | |
| Name and Title of Authorize | d Representative (Print or Type) | | | | | |
| W Mache | - | 7/8/2016 | | | | |
| Signature | | Date | | | | |

| Minority- and Women-Owned E (Please duplicate as needed) | Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan | | | | | |
|---|--|--|--|--|--|--|
| SOLICITATION NUMBER: JRD | 00030 | | | | | |
| PROJECT NAME: GEI | ERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | | | |
| PRIME | CONTRACTOR / CONSULTANT COMPANY INFORMATION | | | | | |
| Name of Contractor/Consultant \ | Daulersha Pearce Industries | | | | | |
| Address | 6450 N. Leap 1604 EAST | | | | | |
| City, State Zip | SAN Antonio, TX 78247 | | | | | |
| Phone Number | 210 653-5011 Fax Number 210 653-5003 | | | | | |
| Name of Contact Person | Jeft Mechler | | | | | |
| | Yes No MBE WBE MBE/WBE Joint Venture | | | | | |
| belief. I further understand and agr Austin. | ed in this No Goals Utilization Plan is true and complete to the best of my knowledge and ree that the information in this document shall become part of my Contract with the City of Lopport Soles Lep | | | | | |
| Name and Title of Authorized Re | presentative (Print or Type) | | | | | |
| Signature | Date Date | | | | | |
| Provide a list of all proposed sub | ocontractors / sub-consultants / suppliers that will be used in the performance of this rt documentation if non MBE/WBE firms will be used. | | | | | |
| Sub-Contractor / Sub-Consultan | t | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | n | | | | | |
| Sub-Contractor / Sub-Consultan | t | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phane Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | n | | | | | |
| FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY: | | | | | | |
| Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended. | | | | | | |
| Reviewing Counselor | Date 7/15/16 Director/Deputy Director Date AS | | | | | |

| SOLICITATION NUMBER: | JRD0030 | | | | | |
|--|--|---------------------------------|--|--|--|--|
| PROJECT NAME: | GENERATOR INSPECTION, MAINTENANCE, AN | ID REPAIR SERVICES | | | | |
| | ermined that no goals are appropriate for this proper/Proposer is required to comply with the City's ME | | | | | |
| If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. | | | | | | |
| Will subcontractors or sub- | -consultants or suppliers be used to perform port | tions of this Contract? | | | | |
| No V If no, please si | ign the No Goals Form and submit it with your Bi | d/Proposal in a sealed envelope | | | | |
| If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Yes Bid/Proposal in a sealed envelope. | | | | | | |
| Faith Efforts and the No G | After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Falth Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. | | | | | |
| I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. | | | | | | |
| Allegiance to | ower Systems INC. | | | | | |
| Company Name | | - | | | | |
| John Wism | ith Vice President | | | | | |
| Name and Title of Authorize | ed Representative (Print or Type) | 7-11-16 | | | | |
| Signature | | Date | | | | |
| 11 | | | | | | |

| (Please duplicate as needed) | Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan | | | | | |
|--|---|--|--|--|--|--|
| SOLICITATION NUMBER: JR | 00030 | | | | | |
| PROJECT NAME: GE | NERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | | | |
| PRIME | CONTRACTOR / CONSULTANT COMPANY INFORMATION | | | | | |
| Name of Contractor/Consultant | Allegiance Power Systems Inc. | | | | | |
| Address | PO Box 4002 | | | | | |
| City, State Zip | Lago Vista, TX 78645 | | | | | |
| Phone Number | 512-964-8705 Fax Number 888-796-0489 | | | | | |
| Name of Contact Person | john.smith@allegiancepowersystems.com | | | | | |
| | Yes No MBE WBE MBEAWBE Joint Venture led in this No Goals Utilization Plan is true and complete to the best of my knowledge and | | | | | |
| Name and Title of Authorized Representative (Print or Type) Signature Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used. | | | | | | |
| Sub-Contractor / Sub-Consultan | ut | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | on . | | | | | |
| Sub-Contractor / Sub-Consultan | ıt | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | n | | | | | |
| FOR SMALL AND MINORITY BU | SINESS RESOURCES DEPARTMENT USE ONLY: | | | | | |
| Having reviewed this plan, I ackr 9A/B/C/D, as amended. | nowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2- | | | | | |
| Reviewing Counselor | Date 7/15/16 Director/Deputy Director Date 7/15/1 | | | | | |

| PROJECT NAME: | GENERATOR INSPECTION, MAINTENANCE, AND | REPAIR SERVICES | | | | | |
|--|--|-------------------------------|--|--|--|--|--|
| The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified. | | | | | | | |
| If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. | | | | | | | |
| Will subcontractors or sub- | consultants or suppliers be used to perform portion | ons of this Contract? | | | | | |
| No V If no, please sign | gn the No Goals Form and submit it with your Bid | Proposal in a sealed envelope | | | | | |
| Faith Efforts. C | If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope. | | | | | | |
| Faith Efforts and the No Go | After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. | | | | | | |
| I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. | | | | | | | |
| CLIFFORD POWER SYSTEMS, INC. | | | | | | | |
| Company Name | | | | | | | |
| CANDACE JAYNES, SERVICE SALES REPRESENTATIVE | | | | | | | |
| Name and Title of Authorize | ed Representative (Print or Type) | | | | | | |
| Candaa | Jugar | 7-12-2016 | | | | | |
| Signature | - | Date | | | | | |

SOLICITATION NUMBER:

JRD0030

| Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan (Please duplicate as needed) | | | | | | |
|---|--|--|--|--|--|--|
| SOLICITATION NUMBER: JRI | SOLICITATION NUMBER: JRD0030 | | | | | |
| PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | | | | |
| PRIME | CONTRACTOR / CONSULTANT COMPANY INFORMATION | | | | | |
| Name of Contractor/Consultant | CLIFFORD POWER SYSTEMS, INC. | | | | | |
| Address | 918 BURLESON Rd. | | | | | |
| City, State Zip | AUSTIN, TX 78744 | | | | | |
| Phone Number | 512-529-0876 Fax Number 512-477-6938 | | | | | |
| Name of Contact Person | CANDACE JAYNES | | | | | |
| Is Company City certified? | Yes ☐ No 🗹 MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐ | | | | | |
| belief. I further understand and ag Austin. | ed in this No Goals Utilization Plan is true and complete to the best of my knowledge and ree that the information in this document shall become part of my Contract with the City of SERVICE SALES REPRESENTATIVE epresentative (Print or Type) | | | | | |
| Signature Signature | Date | | | | | |
| | bcontractors / sub-consultants / suppliers that will be used in the performance of this ort documentation if non MBE/WBE firms will be used. | | | | | |
| Sub-Contractor / Sub-Consultar | | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | חכ | | | | | |
| Sub-Contractor / Sub-Consultar | nt | | | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | | | | |
| Vendor ID Code | | | | | | |
| Contact Person | Phone Number | | | | | |
| Amount of Subcontract | \$ | | | | | |
| List commodity codes & description of services | | | | | | |
| FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY: | | | | | | |
| Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended. | | | | | | |
| Reviewing Counselor | DateDateDateDate | | | | | |

| PROJECT NAME: | GENERATOR INSPECTION, MAINTENANCE, AND | REPAIR SERVICES | | | | |
|--|---|--------------------------------|--|--|--|--|
| | rmined that no goals are appropriate for this proje r/Proposer is required to comply with the City's MBE | | | | | |
| If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. | | | | | | |
| Will subcontractors or sub- | consultants or suppliers be used to perform porti | ons of this Contract? | | | | |
| No If no, please si | gn the No Goals Form and submit it with your Bid | /Proposal in a sealed envelope | | | | |
| Faith Efforts. C | contact SMBR to obtain further instructions and a Complete and submit the No Goals Form and the N n a sealed envelope. | | | | | |
| Faith Efforts and the No G | ur firm subcontracts any portion of the Contract oals Utilization Plan, listing any subcontractor, s act Manager or the Contract Manager. | | | | | |
| | ough goals were not assigned, I must comply wareas are identified. I agree that this No Goals Foact with the City of Austin. | | | | | |
| ENtech Sale | 5 and Service, INC. | | | | | |
| Company Name | | - | | | | |
| Name and Title of Authorize | ed Representative (Print or Type) | | | | | |
| - 100 | 9666 Vice President | 7/11/2016 | | | | |
| Signature M | VICE - (ESTORY) | Date | | | | |
| y y | | | | | | |

SOLICITATION NUMBER: JRD0030

| (Please duplicate as needed) | siness Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan | | |
|--|---|--|--|
| SOLICITATION NUMBER: JRD0 | RD0030 | | |
| PROJECT NAME: GENE | ENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | |
| PRIME C | ONTRACTOR / CONSULTANT COMPANY INFORMATION | | |
| Name of Contractor/Consultant ENtech Sales and Service, INC. | | | |
| Address | 199 Trademark Dr. | | |
| City, State Zip | Bula, Texas 78410 | | |
| Phone Number | 512) 312-2003 Fax Number (512) 312-2203 | | |
| Name of Contact Person | George Vibond | | |
| Is Company City certified? | | | |
| Austin. | 50 (14년 - 17년 - 18년 - | | |
| Signature Signature | Date ()-11-3 016 | | |
| Sub-Contractor / Sub-Consultant | | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | |
| Vendor ID Code | | | |
| Contact Person | Phone Number | | |
| | ount of Subcontract \$ | | |
| List commodity codes & description of services | | | |
| Sub-Contractor / Sub-Consultant | | | |
| City of Austin Certified | MBE | | |
| Vendor ID Code | | | |
| Contact Person | Phone Number | | |
| Amount of Subcontract | \$ | | |
| List commodity codes & description of services | | | |
| FOR SMALL AND MINORITY BUSI | NESS RESOURCES DEPARTMENT USE ONLY: | | |
| Having reviewed this plan, I ackno 9A/B/C/D, as amended. | wledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2- | | |

SOLICITATION NUMBER: JRD0030 PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified. If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts. Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract? If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope. Yes After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. AUSTIN FLEET MAINTENANCE, INC DBA FLEET MAINTENANCE OF TEXAS Company Name WAYNE C. FRANCIS OPERATIONS MANAGER Name and Title of Authorized Representative (Print or Type) JULY 08, 2016 Signature Date

| SOLICITATION NUMBER: JF | RD0030 | | |
|---|---|--|--|
| PROJECT NAME: GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | | |
| PRIM | E CONTRACTOR / CONSULTANT COMPANY INFORMATION | | |
| Name of Contractor/Consultant | AUSTIN FLEET MAINTENANCE, INC. DBA FLEET MAINTENANCE OF TEXA | | |
| Address | 4812 East 7th Street | | |
| City, State Zip | ustin, TX 78702 | | |
| Phone Number | 12-836-8000 Fax Number 512-385-0724 | | |
| Name of Contact Person | Brian Williams | | |
| Is Company City certified? | Yes ☐ No X MBE ☐ WBE X MBE/WBE Joint Venture ☐ | | |
| Name and Title of Authorized Representative (Print or Type) JULY 08, 2016 | | | |
| Signature C | Date | | |
| Sub-Contractor / Sub-Consulta | ant | | |
| | | | |
| City of Austin Certified | MBE MBE Ethics / Gender Code: Non-Certified | | |
| City of Austin Certified | | | |
| City of Austin Certified Vendor ID Code | MBE | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript | MBE 111/a WBE Ethics / Gender Code: Non-Certified Phone Number \$ | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services | MBE May a WBE Ethics / Gender Code: Non-Certified Phone Number \$ tion | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consultation | MBE May a WBE Ethics / Gender Code: Non-Certified Phone Number \$ tion | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consultation of Austin Certified | MBE M/a WBE Ethics / Gender Code: Non-Certified Phone Number \$ tion | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consultation of Austin Certified Vendor ID Code | MBE M/a WBE Ethics / Gender Code: Non-Certified Phone Number \$ tion | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consultation City of Austin Certified Vendor ID Code Contact Person | MBE May a WBE Ethics / Gender Code: Non-Certified Phone Number \$ tion MBE T WBE Ethics / Gender Code: Non-Certified | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consulta City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract | MBE M/a WBE Ethics / Gender Code: Non-Certified Phone Number | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consulta City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services | MBE M/a WBE Ethics / Gender Code: Non-Certified Phone Number | | |
| Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consulta City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services FOR SMALL AND MINORITY B | MBE (1) a WBE Ethics / Gender Code: Non-Certified | | |
| City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services Sub-Contractor / Sub-Consulta City of Austin Certified Vendor ID Code Contact Person Amount of Subcontract List commodity codes & descript of services | MBE M/a WBE Ethics / Gender Code: Non-Certified | | |

| SOLICITATION | NUMBER: | JRD0030 | No. |
|--|--|--|-------------------|
| PROJECT NAM | E: | GENERATOR INSPECTION, MAINTENANCE, AND | O REPAIR SERVICES |
| The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified. | | | |
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| Will subcontrac | Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract? | | |
| No X If n | No χ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope | | |
| If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Yes Bid/Proposal in a sealed envelope. | | | |
| After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager. | | | |
| I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin. | | | |
| Holt Texas, LTD. | | | |
| Company Name | | | |
| Charles C. Strickland EVP / CFO | | | |
| Name and Title of Authorized Representative (Print or Type) | | | |
| Charles C Sxell rel 07/08/2016 | | | |
| Signature | | | Date |

| Minority- and Women-Owned (Please duplicate as needed) | Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan | | |
|--|--|--|--|
| SOLICITATION NUMBER: JF | RD0030 | | |
| PROJECT NAME: G | GENERATOR INSPECTION, MAINTENANCE, AND REPAIR SERVICES | | |
| PRIM | E CONTRACTOR / CONSULTANT COMPANY INFORMATION | | |
| Name of Contractor/Consultant | Holt Texas, LTD. | | |
| Address | 5665 Southeast Loop 410 | | |
| City, State Zip | San Antonio, TX 78222 | | |
| Phone Number | 210-648-1111 Fax Number 210-648-0079 | | |
| Name of Contact Person | Aaron Tucker | | |
| Is Company City certified? | Yes No MBE WBE MBE/WBE Joint Venture | | |
| Austin. Charles C. Strickland EV. Name and Title of Authorized R | epresentative (Print or Type) | | |
| Signature Zr | Date | | |
| Sub-Contractor / Sub-Consulta | 19/1 | | |
| City of Austin Certified | MBE WBE Ethics / Gender Code: Non-Certified | | |
| Vendor ID Code | | | |
| Contact Person Amount of Subcontract | Phone Number \$ | | |
| List commodity codes & description of services | | | |
| Sub-Contractor / Sub-Consultar | n' N/A | | |
| City of Austin Certified MBE WBE Ethics / Gender Code: Non-Certified | | | |
| Vendor ID Code | | | |
| Contact Person | Phone Number | | |
| Amount of Subcontract | \$ | | |
| List commodity codes & description of services | | | |
| | SINESS RESOURCES DEPARTMENT USE ONLY: | | |
| Having reviewed this plan, I ack 9A/B/C/D, as amended. | nowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2- | | |
| Reviewing Counselor | Date 7/15/14 Director/Deputy Director Date 151 | | |



GOAL DETERMINATION REQUEST FORM

| Operang the since to report unities. | Jonathan Dalchau / | | Mike Robinson / |
|--|---------------------------------|---|--|
| Buyer Name/Phone | 512-974-2938 | PM Name/Phone 512-530-7504 | |
| Sponsor/User Dept. | Aviation Department | Sponsor Name/Phone | |
| Solicitation No | IFB JRD0030 | Project Name | Generator M&R |
| Contract Amount | \$1,800,000 | Ad Date (if applicable) 6/13/2016 | |
| Procurement Type | | | |
| ☐ AD – CSP ☐ AD – Design Build Op ☐ IFB – IDIQ ☑ Nonprofessional Serv ☐ Critical Business Nee ☐ Sole Source* | ☐ PS – Projectices ☐ Commoditie | ☐ IFB — t Specific ☐ PS — s/Goods ☐ Coop | Design Build Construction Rotation List erative Agreement cation |
| Provide Project Descrip | otion** | | |
| This solicitation is for ger replacements. This is a n | | enance, repair, emergency re | epair, and modernization |
| | | ssued; if so were goals es de prior Solicitation No. | tablished? Were |
| ······································ | ve been issued with no go | pals due to the nature of the | contractor's ability to |
| * | (commodity codes) for | rthis project. (Attach com | modity breakdown by |
| 93639, 2853755 | | | |
| Buyer Confirmation | | Date | |
| * Sole Source must include C **Project Description not requ | | | |

| FOR SMBR USE ONLY | | | | | |
|-----------------------------------|-------------------------|---|---------------------------|------------|----------|
| Date Received | 6/1/2016 | MANAGE CONTROL OF THE PARTY OF | Date Assigned to 6/1/2016 | | 6/1/2016 |
| In accordance with determination: | Chapter2-9(A-D)-19 of t | he Au | stin City Co | | |
| ☐ Goals | % MBE | | | % WE | " |
| ☐ Subgoals | % African Ar | % African American | | % Hispanic | |
| | % Asian/Nati | % Asian/Native American | | % WBE | |
| ☐ Exempt from MBE | WBE Procurement Prog | gram | ⊠ No Goal | S | |



GOAL DETERMINATION REQUEST FORM

| This determination is based upon the following | |
|--|--|
| ☑ Insufficient availability of M/WBEs ☑ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source | No availability of M/WBEs No subcontracting opportunities Sufficient subcontracting opportunities Other |
| If Other was selected, provide reasoning: | |
| MBE/WBE/DBE Availability | |
| Insufficient availability of M/WBE's. | |
| Subcontracting Opportunities Identified | |
| Insufficient subcontracting opportunities identified. | |
| Counselor Name | |
| SMBR Staff | Signature/ Date DR 4/9/16 |
| | _ |
| SMBR Director or Designee | Date (13-16 |
| Returned to/ Date: | |